

RESOLUTION NO. 2014-155

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO ENTER INTO A USE AGREEMENT WITH THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, A STATE AGENCY, TO UTILIZE THE MILANDER AUDITORIUM, STADIUM, AND ASSOCIATED PARKING LOTS OR AN ALTERNATE SITE AND AUTHORIZING THE PRE-STAGING OF SUPPLIES AT THE FLEET FACILITY IN THE EVENT OF A FEDERAL DISASTER OR EMERGENCY SITUATION, COMMENCING ON DECEMBER 16, 2014 AND ENDING ON DECEMBER 15, 2018, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART THEREOF AS EXHIBIT "1".

WHEREAS, if a federal disaster or emergency situation is declared for an area that includes all or a portion of the City of Hialeah, and most probably within two weeks of a major-related event that results in severe and persistent power outages and lack of electricity, the State of Florida Department of Children and Families, desires to operate a Disaster Food Stamps [Food For Florida (FFF)] Program for the determination of eligibility for and the distribution of food stamps for a period of nine consecutive days, of which five consecutive days will involve the operation of the FFF Program, available to the public, with the hours of operation from sunrise to sundown; and

WHEREAS, the State of Florida Department of Children and Families ("Department") intends to use Milander Auditorium and/or Milander Stadium and/or the associated parking lots, or an alternative site, to operate the Disaster Food Stamps Program; and

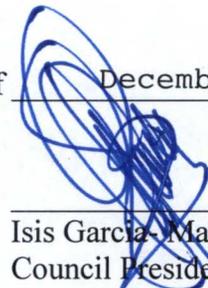
WHEREAS, the Department intends to use a portion of the City of Hialeah Fleet Department facility as a pre-staging area for supplies needed for the activation of the Department's Food Stamp program; and

WHEREAS, the Mayor and the City Council acknowledge the necessity for the successful operation of the Department's Disaster Food Stamp Program during a federal disaster or emergency situation; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, on behalf of the City, to enter into a use agreement with the State of Florida Department of Children and Families, a State agency, to utilize the Milander Auditorium, Milander Stadium, and/or associated parking lots, or an alternate site, as well as to utilize the City of Hialeah Fleet facility as a pre-staging area for supplies, in the event of a federal disaster or emergency situation, commencing on December 16, 2014 through December 15, 2018.

PASSED AND ADOPTED this 09 day of December, 2014.

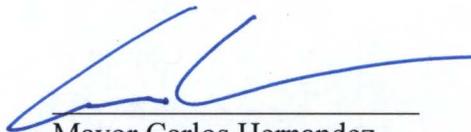


Isis Garcia-Martinez
Council President

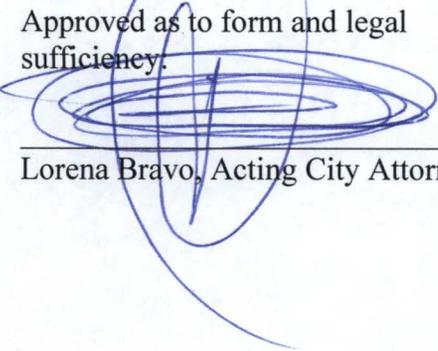
Attest:

Approved on this 15 day of December, 2014.


for- Marbelys Fatjo, City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency.


Lorena Bravo, Acting City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

**AGREEMENT TO USE FACILITIES
AT MILANDER AUDITORIUM, STADIUM AND
ASSOCIATED PARKING LOTS OR ALTERNATE SITE
AND PRE-STAGING OF SUPPLIES AT THE FLEET FACILITY**

This Agreement is made and entered into this _____ of _____, 2014, by and between the City of Hialeah, Florida (“City”), a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, located at 501 Palm Avenue, Hialeah, Florida 33010 and Florida Department of Children and Families, a state agency, Southern Region, 401 N.W. 2 Avenue, Suite N-1007, Miami, Florida 33128.

WHEREAS, if a federal disaster is declared for an area that includes all or a portion of the City of Hialeah and most probably within two weeks of a major-related event that results in severe and persistent power outages and lack of electricity, the Florida Department of Children and Families, desires to operate a Disaster Food Stamps [Food For Florida (FFF)] Program for the determination of eligibility for and the distribution of food stamps at the location of Milander Auditorium, Milander Stadium and adjacent parking lots at Milander Park, or alternative sites, for a period of nine consecutive days, of which five consecutive days will involve the operation of the FFF Program, available to the public, with the hours of operation from sunrise to sundown. The use of the property during the days that the FFF Program is not in operation will be utilized for setting up or removing equipment.

WHEREAS, the Florida Department of Children and Families (“Department”) intends to use Milander Auditorium, or an alternative site, if the electrical generator is operating prior to occupancy and if the electrical generator is not operating, then the Department intends to use Milander Stadium, by erecting several large tents.

WHEREAS, the Department intends to use a portion of the Fleet Department facility as a pre-staging areas for supplies needed for the activation of the Department’s Food Stamp program at Milander Auditorium or an alternate site.

THEREFORE, for and in consideration of the covenants and agreements contained herein and for the services to the community to be provided, the City agrees to allow the use of Milander Stadium, Milander Auditorium and adjacent parking lots as follows at no charge:

A. Permitted Use: If a federal disaster is declared for an area that includes all or a portion of the City of Hialeah and most probably within two weeks of a major-related event that results in severe and persistent power outages and lack of electricity, the Florida Department of Children and Families (“Department”), shall operate a Disaster Food Stamps [Food For Florida (FFF)] Program for the determination of eligibility for and the distribution of food stamps at the location of Milander Auditorium, Milander Stadium and adjacent parking lots at Milander Park, for a period of nine consecutive days, of which five consecutive days will involve the operation of the FFF Program, available to the public, with the hours of operation from sunrise to sundown. The use of the property during the days that the FFF Program is not in operation will be utilized for setting up or removing equipment. The Department intends to use Milander Auditorium if the electrical generator is operating prior to occupancy and if the electrical generator is not operating, then the Department intends to use Milander Stadium, by erecting



several large tents. If and when the City demolishes Milander Auditorium, the City will allow the Department to use Milander Stadium, the field and a designated area within Milander Park, with available parking. If these areas are not available for use, the City will provide an alternate site at Babcock Park, located at 651 East 4 Avenue, Hialeah, Florida. In addition, the City will provide 750 square feet of storage area on the second floor within the Fleet Facility located at 900 East 56 Street, Hialeah, Florida, as a pre-staging area for supplies needed for the activation of the Department's Food Stamp Program. The use of the property is free of charge.

B. Compliance With Law: The Department will comply with all laws, ordinances, orders, rules, regulations and requirements of the City of Hialeah so long as such laws do not conflict with any applicable state or federal law.

C. Occupancy Obligations. The Department shall provide daily trash and garbage removal and a final cleanup to restore the property in the condition in which the Department obtains the property for its use described herein. The Department shall provide live security for the entire premises subject to this agreement at all times, 24 hours a day.

D. Acceptance of Property: Subject to applicable laws, the Department accepts the Premises in its present condition, and assumes all risks in connection with its permitted use. The City of Hialeah shall bear no responsibility for any loss or damage to the Department's property being stored or maintained in any of the City's facilities or placed upon or located on or within any City parks and recreational facilities.

E. Indemnification: To the extent permitted by Florida Statutes § 768.28, Department shall indemnify and hold harmless the City of Hialeah/Miami-Dade County and their officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) of liabilities (collectively referred to as "Liabilities") by reason of 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 (i) the performance or nonperformance 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, omission, default or negligence (whether active or passive) of the Department or its employees, or agents (collectively referred to as "Department"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Department so long as such loss, costs, penalties, fines, damages, claims, expenses are not due to the negligence and/or intentional acts of the City; or (ii) the failure of the Department to comply with any of the paragraphs herein or the failure of the Department to conform to statutes, ordinances or other regulations of any governmental authority, federal or state, in connection with the performance of this Agreement so long as such failure is not due to the actions, whether intentionally or unintentionally, in whole or in part, of the City. Except as provided herein, this indemnification shall survive the expiration or other termination of this Agreement.

Provided, however, this indemnification shall only be to the extent and with the limitations of section 768.28, Florida Statutes, including any claims and bills, and subject to the provisions of that statutory section whereby the Department shall not be held liable to pay personal injury or property damage claim or judgment by one person that exceeds the sum of

