

**AGREEMENT
BETWEEN
MIAMI DADE COUNTY
AND
THE CITY OF CORAL GABLES
FOR THE CORAL GABLES POLICE DEPARTMENT'S MOUNTED PATROL UNIT'S
USE OF TROPICAL PARK EQUESTRIAN CENTER FACILITIES**

This AGREEMENT is made and entered by and between Miami-Dade County through its Miami Dade County Parks, Recreation and Open Spaces Department (hereinafter "PROS") and the City of Coral Gables, through its Coral Gables Police Department (hereinafter "CGPD") (collectively referred to as the "Parties").

WHEREAS, in 2019 the CGPD identified a need for a Mounted Patrol Program (hereinafter "MPU"), in which officers fulfill specific responsibilities on horseback, providing high visibility crowd control, deterring crime and assisting with community policing; and

WHEREAS, the CGPD requires adequate and proper stabling facilities to stable horses, store and maintain equipment in support of the MPU; and

WHEREAS, PROS maintains equestrian stalls suitable for use by the MPU at Tropical Park, 7900 SW 40th Street, Miami, Florida 33155; and

WHEREAS, PROS desires to have CGPD provide policing services to Miami-Dade County (hereinafter "County") owned Matheson Hammock Park, maintained and operated by PROS within the City of Coral Gables, and Tropical Park, a County park, for additional park security; and

WHEREAS, CGPD desires to provide those requested services to PROS in return for adequate stabling of the MPU's horses; and

WHEREAS, the equestrian barns at Tropical Park are designated A, B, C, D, and E, each being divided in the middle of the building and containing 25 stalls within each half; and

WHEREAS, the CGPD desires to utilize stalls 7, 8, & 9, located in a portion of the west side of Barn "A" for the operation of the MPU;

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, PROS and CGPD agree as follows:

1. CORAL GABLES USE OF PROS' TROPICAL PARK EQUESTRIAN CENTER FACILITIES:

Subject to the terms and restrictions contained in this Agreement, PROS will provide stalls 7, 8, & 9, located on the west side of Barn "A", and the adjacent area outside of that portion of the building up to the existing outer-most portion of the fence for the MPU's use, hereto defined as the "Site", as indicated in Exhibit 1 attached to this Agreement.

In addition to the Site, this Agreement grants the MPU access to ancillary facilities within the

Tropical Park Equestrian Center area, as follows:

- The MPU may utilize the covered show ring arena area for MPU equestrian training. The MPU shall coordinate with PROS' Operations staff for scheduled use of the covered equestrian ring area. Events, shows, rentals, riding academy and other PROS programming shall have priority for the ring use. Covered show ring schedule to be approved in advance by PROS for MPU show ring use.
- MPU officers and personnel shall have access to the bathroom adjacent to the covered show ring arena.
- MPU officers and personnel shall have access to the locker room located at the south end of the Tropical Park Stadium, with the understanding use of the locker room area will be predicated and prioritized for stadium events/rentals. No storage by the MPU will be permitted in the locker rooms, or within the individual lockers.

2. MUTUAL OBLIGATIONS:

A. **PROS' Obligations:** Subject to the terms and conditions of this Agreement, PROS shall:

- Maintain the fence and grass area outside of the chain link fence to the paved parking lot to include grass cutting, filling of low spots, repair of broken fence posts and fencing in the turn-out area adjacent to Barn "A";
- Provide CGPD with one set of keys to the restroom facility adjacent to the covered equestrian training ring; and
- Provide CGPD with one set of keys to the locker room at the equestrian facility.

B. **CGPD's Obligations:** Subject to the terms and conditions of this Agreement, CGPD shall:

- Provide eight (8) hours of policing patrols, seven (7) days per week at Matheson Hammock Park, R. Hardy Matheson Preserve, Coral Gables Waterway Kayak Launch, and Fairchild Tropical Botanic Garden, located within the City of Coral Gables.
- CGPD shall coordinate such patrols with PROS' Chief of Park Ranger Division on a monthly basis by the first of each month and shall at that time provide same with a list and schedule of County parks to be patrolled.
- Provide compensation to PROS for any boards which are broken by CGPD owned horses, at a rate of \$25 a board.
- Maintain the area as defined in Exhibit 1 from the fence-line in, to include grass cutting and normal landscape upkeep;
- Remove and properly dispose of used shavings from the manure pit;
- Restore the turn-out areas utilized by CGPD adjacent to Barn "A" to their original condition after each use;
- Restore the covered show ring arena area to its original condition after any training session; and

3. CAPITAL IMPROVEMENTS:

Any improvements or modifications to the stalls proposed by CGPD shall require prior written approval by PROS' Director or designee.

For improvements to be completed by CGPD: Design plans shall be provided by CGPD to PROS for review and approval at schematic design, design development and construction document phases prior to commencing any such improvements. CGPD to fund, implement and maintain any such proposed improvements, in coordination with PROS Operations and other staff.

For improvements to be completed by PROS, with CGPD funding: CGPD shall coordinate with PROS' Chief of Capital Improvements for improvements to be made to the stalls, to be designed and constructed by PROS; with funding provided by CGPD for design, construction and maintenance including soft and hard costs. Funding for such improvements shall be submitted to The Parks Foundation and shall be applied by PROS for the improvements referenced in this paragraph.

4. EFFECTIVE TERM:

The term of this Agreement shall commence on the date of execution by the Parties and expire three (3) years from that date, unless terminated earlier by either party pursuant to Section 5 below.

5. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individuals listed below, with a written receipt of acknowledgement of delivery, or shall be deemed to have been duly given on the date said notice was mailed by United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid) or via email to the email addresses set forth below.

WRITTEN NOTICE PURSUANT TO ARTICLE 5:

For City of Coral Gables:
City Manager
405 Biltmore Way
Miami, Florida 33134
Email:

For City of Coral Gables:
Chief of Police
2151 Salzedo Street,
Coral Gables, Florida 33134
Email:

For Miami Dade County Parks, Recreation and Open Spaces Department:
Director
275 NW 2 Street, 5th Floor
Miami, FL 33128

6. TERMINATION:

Any party may terminate this Agreement at any time for upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination the date upon which such termination becomes effective. This Agreement has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the Agreement be terminated.

7. RENEWAL:

This Agreement may be renewed, upon written consent of the Parties, for up to three (3) additional one-year terms.

8. LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

9. ENTIRETY OF AGREEMENT

CGPD and PROS agree that this Agreement (including the Contract Documents referenced herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the CGPD and PROS pertaining to the MPU and the PROS facilities. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties or their duty authorized representatives hereby execute this Agreement.

AGREED AND ACKNOWLEDGED this _____ day of _____, _____.

MIAMI-DADE COUNTY:

By: _____
Mayor or Mayor's Designee

CITY OF CORAL GABLES:

Amos Rojas, Jr.
City Manager

Edward J. Hudak, Jr.
Chief of Police

ATTEST:

Billy Y. Urquia
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Cristina M. Suárez
City Attorney