



“ADOPT-A-GARDEN” PROGRAM MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered in this 17th day of February, 2019, by and between The City of Doral, hereinafter called the “City” and CAROLA DI PERNA hereinafter called “Group”.

WITNESSETH

WHEREAS, the Group wishes to adopt a planter at the Doral Legacy Park to maintain for one (1) years.

NOW THEREFORE, the parties agree as follow:

A. THE GROUP SHALL:

1. Accept the plot in an as-is condition. The Group acknowledges that the City is not making any representations, warranties, promises, or guarantees of any kind to the Group including, without limitation, any representations about the quality, condition, or suitability of the plot for use as a community garden.
2. Maintain the garden for one(1) year in the park. Failing to maintain a plot for more than two (2) weeks shall be considered abandonment of a plot.
3. Appoint a “Garden Coordinator” to be the official point of contact for the Group and the City. The Garden Coordinator shall arrange an appropriate maintenance schedule which will not conflict with the City’s maintenance, programming, or rental schedules.
4. Perform gardening activities in strict accordance with the guidelines of the City’s “Adopt-a-Garden Program”.
5. Observe the following Community Garden rules:
 - a. The group shall maintain their plot, and surrounding walkways and common areas, in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste. This includes cleaning up and restoring the garden to its prior condition following severe weather.
 - b. Maintenance shall only be performed during park operating hours.
 - c. Gardeners may not conduct any activities while the Thor Guard is under “RED ALERT”.
 - d. May use only plot(s) assigned to the group.

- e. Gardeners may plant vegetables, fruits, and flowers. Gardeners may not maintain plantings or plant-supporting structures that impede the security of the garden or impede adjacent gardeners' access to sunlight by the nature of their height, material, or density.
- f. Gardeners may not grow invasive species.
- g. Gardeners may not grow any plants considered illegal under state or federal law.
- h. Gardeners are solely responsible for the planning and management of their own plots, including providing their own planting material and any tools not provided by the City.
- i. The use of fertilizers, pesticides, herbicides, or rodenticides is not permitted without expressed written permission by the City.
- j. Gardeners will be responsible for maintaining any equipment provided by the City in a clean and organized fashion. A storage location will be provided to store this equipment.
- k. The sale of items derived from the community garden is prohibited at the park.
- l. Pets are not permitted.
- m. Ensure that all participants wear appropriate safety attire.
- n. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in the maintenance activities.
- o. Children under the age of 15 must be supervised by an adult at all times.

6.

Not discriminate on the basis of race, religion, color, age, sex, marital status, handicap or national origin in violation of any state or federal law.

B. The CITY SHALL:

- 1. Provide an "Adopt-a-Garden Program" sign at the beginning and end of the adopted planter.
- 2. Conduct a Level II background check of all the adults participating in the program.
- 3. Provide a "starter kit" with the tools below and a means to store them on-site:
 - i. Trowel (1)
 - ii. Hand fork (1)
 - iii. Hand hoe (1)
 - iv. Hand pruners (1)
 - v. Water can (1)
 - vi. Gloves (4)
- 4. Provide access to potable water with a garden hose.
- 5. Maintain a record of maintenance performed by the Group.

I. No member, officer, director or volunteer of the Group shall be considered an employee or independent contractor of the City for any reason whatsoever in carrying out its obligation under this agreement.

II. The Group covenants and agrees that it will indemnify and hold harmless the City of Doral and all City and Departmental officers, agents and employees from any claims, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Group during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither Group nor any members shall be liable under this provision for damages arising out of injury or damage to person or property directly cause or resulting from the sole negligence of the City and its member agencies, any maintaining agencies and all their officers, agents and employees.

III. The Agreement shall remain in effect for a one (1)-year period. If the Group wishes to extend their agreement, they must submit a request for extension to the City with at least 60 days' notice. The City or Group may terminate this agreement for any reason within the thirty (30) days written notice. The City may request a report or presentation of the Group's stewardship of the plot during the previous year.

IV. This Agreement is non-transferable and non-assignable in whole or in part without the consent of the City.

V. This agreement is mainly for gardening activities. Beautification activities are encouraged but must be coordinated and approved by the City.

VI. The City shall also decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution of the fulfillment of the services hereunder and the character, quality, amount and value thereof; and its decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

VIII. The City may suspend or revoke a Group's participation in the "Adopt-a-Garden Program" if it finds:

1. The Group abandons a plot. Failing to maintain a plot for more than two (2) weeks shall be considered abandonment. The City will terminate this agreement if plots are classified as abandoned three (3) times.
2. The Group, any director, officer, member or volunteer has engaged in any deceptive or fraudulent practices.
3. Any representative of the Group made a false, deceptive or fraudulent statement or material misstatement or misrepresentation in its application or in any other information submitted to the Department.
4. The Group, any director, officer, member or volunteer has engaged in any activities that may reflect negatively on the City.

IX. The City reserves the right to reassign the garden at the conclusion of the contract based upon the availability for gardens to be adopted.

IN WITNESS WHEREOF; the parties hereto have caused these present to be executed, the day and year first written above.

I CERTIFY that I am familiar with the information contained in this agreement and that I possess the authority to execute this Agreement on behalf of the Group.

NAME OF THE GROUP: CAROLA DI PERNA

ADDRESS: 10276 NW 30th TERR, 33172, DORAL

BY: Carla Di Perna BY DATE: 7th Feb, 2019

PRINTED NAME: CAROLA DI PERNA

CITY OF DORAL
BY: [Signature] DATE: 2-15-19

TITLE: Acting City Manager

ATTEST: [Signature] DATE: 2/21/19

PROGRAM: Adopt-A-Garden

Registration Date: 2/7/19

REGISTRATION FORM

City of Doral
Parks & Recreation Department



Doral Legacy Park
11400 NW 82nd St
305.341.3601
doralparksinfo@cityofdoral.com

SECTION I. Organization/Group Name

[AMANDA'S GARDEN] Located in Doral Located Outside of Doral
Organization/Group Name **** Proof of Organization Residency Required**

SECTION II. General Information

| | | | | | | | | |
|----------------------|-------------------------------------|-----------------------|--------------------|--------------|----------------------------|-----------------|-----------|-------------------|
| Organization Address | [<u>10276 NW 30th TERRACE</u>] | No. & Street | [<u>DORAL</u>] | City | [<u>33172</u>] | Zip Code | | |
| Phone Area Code | [<u>786</u>] | [<u>340 - 8765</u>] | Fax Area Code | [_____] | [_____ - _____] | Other Area Code | [_____] | [_____ - _____] |
| E-mail Address | [<u>AMANDA.DIPERNA@GMAIL.COM</u>] | | Years in Existence | [<u>0</u>] | # of Proposed Participants | [<u>10</u>] | | |

SECTION III. Proposed Plants

Provide a list of the plants that would be planted in the garden.

| | |
|------------------------|-----------------------------------|
| <u>different herbs</u> | <u>Butterfly friendly flowers</u> |
| <u>beans</u> | |
| <u>Hot peppers</u> | |

SECTION IV. Organization/Group Coordinator

Coordinator

[AMANDA] [DI PERNA] Phone Number: [786] [340 - 8765]
First Name Last Name Area Code

SECTION V. Participating Adults

| | |
|--|--|
| [<u>CAROLA</u>] [<u>DI PERNA</u>] | Phone Number: [<u>786</u>] [<u>493 - 4305</u>] |
| First Name Last Name | Area Code |
| [<u>ANTONIO</u>] [<u>DI PERNA</u>] | Phone Number: [<u>305</u>] [<u>915 - 1387</u>] |
| First Name Last Name | Area Code |
| [_____] [_____] | Phone Number: [_____] [_____ - _____] |
| First Name Last Name | Area Code |
| [_____] [_____] | Phone Number: [_____] [_____ - _____] |
| First Name Last Name | Area Code |
| [_____] [_____] | Phone Number: [_____] [_____ - _____] |
| First Name Last Name | Area Code |

SECTION VI.

Attach supporting documentation on your organization and how you propose to use and manage the community garden.

Submit your application packets to: Michael.Festa@cityofdoral.com

RESOLUTION No. 18-149

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE PROPOSED GUIDELINES AND APPLICATION FOR THE COMMUNITY GARDEN AT DORAL LEGACY PARK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during the August 8, 2018 council meeting the Environmental Advisory Board and Parks & Recreation Advisory Board recommended the City Council the introduction of a pilot program for third party organizations to manage the community garden plots located at Doral Legacy Park; and

WHEREAS, the Council directed staff to evaluate the proposal and make recommendations; and

WHEREAS, the below process be used to vet groups interested in adopting garden plots; and

1. Interested groups would submit the "Adopt-a-Garden" Program application to the Parks & Recreation Department. Groups may choose to supplement their application with information about their group and a proposed use;
2. Applications will be reviewed and approved by the Department; and
3. The group would enter into a one (1) year agreement with the City to maintain a plot

WHEREAS, Staff respectfully request authorization to adopt the "Community Garden Pilot Program" as outlined for immediate implementation. The Department would like to exempt one (1) plot from the pilot program for potential park programming.

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

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

Section 2. Approval. The community gardens guidelines outlined above, as substantiated by staff, is hereby approved.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

| | |
|--------------------------------|----------------|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Ana Maria Rodriguez | Yes |
| Councilman Pete Cabrera | Absent/Excused |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Claudia Mariaca | Yes |

PASSED AND ADOPTED this 12 day of September 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST.



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY