

**RESOLUTION No.16-13**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE ADOPT-A-STREET LITTER REMOVAL AGREEMENT WITH THE DORAL CHAMBER OF COMMERCE, INC., FOR THE PROVISION OF LITTER REMOVAL ACTIVITIES ALONG NW 41<sup>ST</sup> STREET BETWEEN NW 79<sup>TH</sup> AVENUE AND NW 87<sup>TH</sup> AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the “City”) through Resolution No.05-12 established an “Adopt-a-Street” program permitting local organizations, private corporations; and volunteer groups to beautify the City’s maintained street through litter removal activities and landscape efforts; and

**WHEREAS**, the Doral Chamber of Commerce, Inc., wishes to adopt NW 41<sup>st</sup> Street from NW 79<sup>th</sup> Avenue to NW 87<sup>th</sup> Avenue; and

**WHEREAS**, City Staff respectfully request that the City Council approve the Adopt-a-Street Program Litter Removal Agreement with Doral Chamber of Commerce, Inc. for the provision of litter removal services along NW 41<sup>st</sup> Street from NW 79<sup>th</sup> Avenue to NW 87<sup>th</sup> Avenue.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, 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 Adopt-a-Street Program Litter Removal between the City and Doral Chamber of Commerce, Inc. for the provision of litter removal services along NW 41<sup>st</sup> Street from NW 79<sup>th</sup> Avenue to NW 87<sup>th</sup> Avenue, a copy of which is attached hereto as Exhibit “A”, is hereby approved.

**Section 3. 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 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Absent/Excused
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 13 day of January, 2016.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE  
OF THE CITY OF DORAL

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY

# EXHIBIT “A”



Public Works Department  
"ADOPT-A-STREET" PROGRAM

LITTER REMOVAL AGREEMENT

I. THIS AGREEMENT, made and entered in this 24th day of November, 20 15, by and between The City of Doral, hereinafter called the "City" through its Public Works Department, hereinafter called the "Department" and

Doral Chamber of Commerce, Inc.

hereinafter called "Group".

WITNESSETH

WHEREAS, \_\_\_\_\_ is a part of the City roadway system in City of Doral, Florida; and

WHEREAS, the Department has responsibility for operation and maintenance of the City roadway system; and

WHEREAS, the City Council, through Resolution No. 05-12, has established an "Adopt-a-Street Program" permitting local organizations, private corporations and volunteer groups to beautify City maintained roads through litter-removal activities and landscaping efforts; and

WHEREAS, the Group wishes to adopt a minimum of one mile of roadway to remove litter at

NW 41 STREET FROM NW 79th AVE to NW 87th AVENUE

NOW THEREFORE, the parties agree as follow:

**A. THE GROUP SHALL:**

1. Remove litter at least 4 (four) times a year in the public right-of-way adjacent to the roadway and on the medians along the minimum one-mile section of the road right-of-way adopted by the Group.
2. Perform litter removal in strict accordance with the guidelines of the Department's "Adopt-a-Street Program".
3. Conduct and attend safety meetings and pre-task briefings prior to litter removal.
4. Remove litter during daylight hours only.
5. Remove litter under good weather conditions only.
6. Contact the "Adopt-a-Street Program" to arrange an appropriate litter removal schedule which will not conflict with the Department's mowing schedules.
7. Ensure that all participants wear safety vests at all times during the litter-removal activity. The "Adopt-a-Street Program" should be contacted to obtain safety vests, traffic control signs and large plastics bags prior to litter-removal activity and return same when the activity is complete.
8. No litter pick up at construction or maintenance sites.
9. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in the litter-removal activities. Participating youths must be at least 12 years of age, and the Group shall provide at least one adult supervisor to supervise every five youth ages 12 – 15 who are participating in the litter-removal activity.
10. Do not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
11. Do not wear clothing which will hinder the sight of participants.
12. Do not allow any individual, director, officer, member or volunteer within the Group who has been convicted of a felony or misdemeanor within the past five (5) years or who is currently the subject of a criminal investigation to participate.
13. Do 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 Department Shall:**

1. Provide permanent "Adopt-a-Street Program" signs at the beginning and end of the adopted roadway section.
2. Provide safety vests, traffic control signs and large plastics bags for use by the Group when conducting a litter patrol.
3. Remove filled plastic bags from the adopted roadway section and dispose of them at an approved facility.
4. Remove certain litter under unusual circumstances (i.e., large, heavy or hazardous items).

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

**III. The Group covenants and agrees that it will indemnify and hold harmless the City of Doral and its Public Works Department, 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.**

**IV. The Agreement shall remain in effect for a two year period. The City or Group may terminate this agreement for any reason within the thirty days written notice.**

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

**VI. This agreement is mainly for litter removal activities. Beautification activities and graffiti-removal activities are encouraged, but must be coordinated and approved by the Department.**

**VII. The Department shall screen and select the sections of the City roadways to be adopted. The Department 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 Department may suspend or revoke a Group's participation in the "Adopt-a-Street Program" if it finds:**

- 1. The Group, any director, officer, member or volunteer has engaged in any deceptive or fraudulent practices.**
- 2. 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.**

**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: DORAL Chamber of Commerce, INC.

ADDRESS: 8181 NW 36th St., Suite 21A, DORAL, FL 33166

BY:  BY DATE: 11/24/2015

PRINTED NAME: EMMANUEL "MANNY" SARMIENTO

CITY OF DORAL PUBLIC WORKS DEPARTMENT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Department Director

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_