



## **“ADOPT-A-GARDEN” PROGRAM MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered in this 3<sup>rd</sup> day of December, 2019, by and between The City of Doral, hereinafter called the “City” and The District Board of Trustees of Miami Dade College, Florida on behalf of its West Campus, hereinafter called “Group”.

### **WITNESSETH**

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

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.

- C. 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.
- D. To the fullest extent allowable under section 768.28, Florida Statutes, the Parties agree to be responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, that the Parties' liability is subject to the monetary limitations and defenses imposed by section 768.28, Florida Statutes. Nothing in this Agreement shall serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the Parties to be sued by any third party for any cause or matter arising out of or related to this Agreement. This section shall survive the termination of the Agreement.
- E. 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.
- F. This Agreement is non-transferable and non-assignable in whole or in part without the consent of the City.
- G. This agreement is mainly for gardening activities. Beautification activities are encouraged but must be coordinated and approved by the City.
- H. 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.
- I. 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 City.
  - 4. The Group, any director, officer, member or volunteer has engaged in any activities that may reflect negatively on the City.

J. 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: The District Board of Trustees of Miami Dade College, Florida on behalf of its West Campus

ADDRESS: 3800 NW 115<sup>th</sup> Ave. Doral, FL 33170


BY:  BY DATE: 12/3/2019

PRINTED

NAME: Beverly Moore-Garcia, Ed.D., - President, West Campus

CITY OF DORAL  
BY:  DATE: Jan 17, 2020

TITLE: City Manager

ATTEST:  DATE: Jan 17, 2020

PROGRAM: Adopt-A-Garden

Registration Date: October 22, 2019

### 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

[          Miami Dade College - West Campus ] [  Located in Doral ] [  Located Outside of Doral ]  
Organization/Group Name **\*\* Proof of Organization Residency Required**

#### SECTION II. General Information

Organization Address [ <u>        </u> 3800 NW 115th Avenue ]	No. & Street [ <u>        </u> Doral ]	City [ <u>        </u> ]	Zip [ <u>        </u> 33178 ]
Code Phone [ <u>        </u> 305 ] [ <u>        </u> 237-4945 ]	Fax [ <u>        </u> 305 ] [ <u>        </u> 237-4945 ]	Other [ <u>        </u> ] [ <u>        </u> - <u>        </u> ]	Area Code
Email Address [ <u>        </u> bmoorega@mdc.edu ]	Years in Existence [ <u>        </u> 13 ]	# of Proposed Participants [ <u>        </u> 20 ]	

#### SECTION III. Proposed Plants

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

Tomatoes	Hot peppers	Eggplant
Cilantro	Broccoli	Squash
Rosemary	Parsely	Sage
(List must be verified)		

#### SECTION IV. Organization/Group Coordinator

Coordinator	Cristy	Calderon	305	237	8965
	Sarah	Jacob	305	237	4817
	First Name	Last Name	Area Code		

#### SECTION V. Participating Adults

[ <u>        </u> Cristy ]	[ <u>        </u> Calderon ]	Phone Number: [ <u>        </u> 305 ] [ <u>        </u> 237 - 8965 ]
First Name	Last Name	Area Code
[ <u>        </u> Sarah ]	[ <u>        </u> Jacob ]	Phone Number: [ <u>        </u> 305 ] [ <u>        </u> 237 - 4817 ]
First Name	Last Name	Area Code
[ <u>        </u> Steve ]	[ <u>        </u> Kronen ]	Phone Number: [ <u>        </u> 305 ] [ <u>        </u> 237 - 8905 ]
First Name	Last Name	Area Code
[ <u>        </u> Teresa ]	[ <u>        </u> Mitchell ]	Phone Number: [ <u>        </u> 305 ] [ <u>        </u> 237 - 4934 ]
First Name	Last Name	Area Code
[ <u>        </u> ]	[ <u>        </u> ]	Phone Number: [ <u>        </u> ] [ <u>        </u> - <u>        </u> ]
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](mailto:Michael.Festa@cityofdoral.com)

Office of the Campus President  
3800 N.W. 115th Avenue, Room 1104  
Doral, Florida 33178  
Phone: 305-237-8902 / Fax: 305-237-4947  
bmoorega@mdc.edu



Beverly Moore-Garcia, Ed.D.  
*Campus President*

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## West Campus

November 4, 2019

Mr. Michael Festa  
Parks Operation Administrator  
City of Doral

Dear Mr. Festa:

Attached please find our application for the Adopt A Garden at Legacy Park. We are excited to participate in this project.

If approved, our Miami Dade College West Campus faculty, staff and students will oversee the garden project which will provide an excellent experiential teaching and learning opportunity.

Would you please let us know the timeframe for a response to our application? Are there any next steps we need to take so that we might begin our planning process? Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Beverly Moore-Garcia'.

Dr. Beverly Moore-Garcia  
President, West Campus

## **Adopt-A-Garden at Legacy Park, Doral, Florida**

### **Section VI: Proposed Use and Management of the Garden**

#### **Proposed Use:**

Miami Dade College West Campus will use the garden as an educational space. We anticipate using the space to:

- Teach students about growing vegetables in South Florida
- Teach students about organic locally grown vegetables
- Teach students about environmental issues as they pertain to South Florida
- Teach students about local and global food insecurity
- Use the plot so that students can nurture the growth of plants and vegetables
- Use the plot to grow vegetables for the MDC West Food Pantry for students who need food support

#### **Proposed Management of the Garden:**

Faculty and staff led. Students will weed and check on the garden on a bi-weekly basis.

(It is our understanding that the City of Doral will provide gardening tools and manage the watering of the plot).

**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

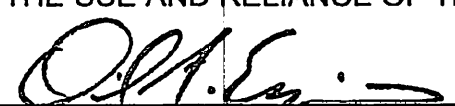
PASSED AND ADOPTED this 12 day of September 2018.

  
\_\_\_\_\_  
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