

RESOLUTION No. 20-34

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EARTH DAY NETWORK (EDN) TO BECOME A PARTNER AND BE ABLE TO REGISTER THE CITY OF DORAL 2020 EARTH DAY ART WALK EVENT ON THEIR WEBSITE; AUTHORIZING THE CITY TO ACCESS EDN RESOURCES TO COMMEMORATE THE 50 ANNIVERSARY OF EARTH DAY, AND AUTHORIZING EDN TO DISPLAY THE CITY LOGO ON THEIR WEBSITE AS A PARTNER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Public Works Department (PWD) commemorates Earth Day every year by hosting the Earth Day Art Walk event to provide awareness to the community on how to protect our natural resources; and

WHEREAS, the City of Doral will be hosting the Earth Day Art Walk event on Saturday, April 25th, 2020 at Downtown Doral Park; and

WHEREAS, as part of this year's event, the City of Doral will be celebrating the 50-year Anniversary of Earth Day which takes place on April 22, 2020; and

WHEREAS, the City of Doral was approached by Earth Day Network (EDN) to help promote the 50-year Anniversary by incorporating this celebration in the 2020 Earth Day Art Walk event; and

WHEREAS, the mission of EDN is to diversify, educate and activate the environmental movement worldwide working with more than 75,000 partners in over 190 countries to drive positive action for our planet; and

WHEREAS, the City of Doral can become a “Green City” by partnering with the Earth Day Network (EDN) and join the campaign to have access to their resources and platform to take climate action; and

WHEREAS, with this partnership, EDN will showcase the City of Doral Logo on their website and provide the City with additional educational resources to add to the Earth Day Art Walk Event; and

WHEREAS, the City will also be able to add the EDN logo to all flyers showing our partnership with the organization; and

WHEREAS, staff recommends that the Mayor and the City Council Members approve and authorize the City Manager to execute the agreement with EDN attached to this Resolution as “Exhibit A”.

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 partnership agreement is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the agreement with EDN on behalf of the City in furtherance hereof.

Section 4. 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 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Not Present at Time of Vote
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent / Excused
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of February, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

Green Cities and Local Governments Partners

(Local government representatives ONLY please)

As we approach the 50th anniversary of Earth Day, unified action is needed to achieve global enthusiasm, commitment and change. Unite your local events and announcements with Earth Day actions across the globe by registering as a Green Cities and Local Governments partner with Earth Day Network.

Earth Day Network Partnership Agreement

Between:

- 1. EARTH DAY NETWORK**, a not for profit organization, registered in the United States as a 501c3, and whose office is located at 1616 P Street NW, Suite 340, Washington, USA (hereinafter referred to as 'EDN').
- 2. PARTNER**, information found in above form.

1. Partnership Parameters

EDN and Partner share common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, contributing to the fight against climate change and the preservation of biodiversity worldwide; and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

The parties hereby agree that:

1.1 EDN will provide Partner with an “Earth Day 50 Years” logo (the “EDN Logo”) that Partner can distribute along with Earth Day 2020 materials. Partner only has permission to use the trademarked logo until December 30th, 2020. Partner does not have permission to transfer the right to use the EDN Logo and EDN has the right to revoke permission for Partner to use the EDN Logo upon ten (10) days written notice.

1.2 EDN will list Partner’s Earth Day event on the EDN registered Earth Day Events webpage and list Partners’ logo and the Earth Day 2020 Partner’s webpage with link to Partner’s website;

1.3 Partner will provide Earth Day 2020 and Earth Day Network with a digital presence on Partner’s web site, including by using the EDN Logo and a link to “earthday.org”;

1.4 Partner will disseminate information to its network about the Earth Day 2020 initiatives;

2. Ownership of EDN Logo

Partner agrees that it has no rights to use the EDN Logo except as provided in this License and all uses of the EDN Logo by the Partner, and the associated goodwill, shall inure solely to the benefit of EDN.

3. Disclaimer.

EDN DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE IN THE EDN LOGO. IN NO EVENT WILL EDN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR EXPENSES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE EDN LOGO, EVEN IF EDN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Costs

Each party shall be responsible for its own costs associated with this Agreement and its obligations hereunder.

5. Official emblems and logos

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case; provided, however, that Partner has the right to use the EDN Logo as provided herein and EDN has the right to use the Partner Logo as provided herein.

6. Agreement

6.1 This Agreement shall enter into effect on the date of signature of both parties.

6.2 This Agreement is governed by and construed in accordance with the laws of the District of Columbia within the United States of America.

6.3 This Agreement may be amended only with the consent of both parties.

6.4 Partner's relationship to EDN during the time this Agreement is in effect shall be that of an independent contractor, and not as an employee or agent. Partner may not make any commitments, or bind or purport to bind or represent EDN or any of its affiliates in any manner either as its agent or in any other capacity.

6.5 Each party reserves its rights to terminate this Agreement upon thirty (30) days written notice to the other party. In addition, EDN may immediately terminate this Agreement in the event that EDN believes that the Partner breached any material condition of this Agreement or EDN otherwise believes the termination is in EDN's best interests, as determined in EDN's sole discretion.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of today's date.

Earth Day Network

Sebastian Rosemont, Green Cities Coordinator

Partner city / county information:

City / County

Your Title

Check here to confirm your signature (required)

First Name

Last Name

Email

Mobile phone (optional)

Send me email updates

Send me text message updates

Phone

Address

Upload your logo (140x140) No file chosen

Submit signature

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