

RESOLUTION No. 24-85

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE ADOPT-A-STREET LITTER REMOVAL AGREEMENT WITH “NEW MEDIA, NEW MARKETING, INC.”, FOR THE PROVISION OF LITTER REMOVAL ACTIVITIES ALONG NW 82 AVENUE BETWEEN NW 25 STREET AND NW 41 STREET; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, city staff tracks and compiles the total weight of garbage collected by all participants to report on a yearly basis to the Florida Department of Environmental Protection (FDEP) as part of the National Pollutant Discharge Elimination System (NPDES) MS4 permit; and

WHEREAS, “New Media, New Marketing, Inc.” wishes to adopt NW 82nd Avenue between NW 25th Street and NW 41st Street, and

WHEREAS, the City Manager respectfully requests that the Mayor and the City Council approve the Adopt-a-Street Program Litter Removal Agreement with “New Media, New Marketing, Inc.” for the provision of volunteer litter removal along NW 82nd Avenue between NW 25th Street and NW 41st Street.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 part hereof by this reference.

Section 2. Approval. The Adopt-a-Street Program Litter Removal agreement between the City of Doral and the “New Media, New Marketing, Inc.” for the provision of volunteer litter removal along NW 82nd Avenue between NW 25th Street and NW 41st Street, a copy of this agreement which is attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Litter Removal Agreement on the behalf of the City.

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 Vice Mayor Puig-Corve who moved its adoption.
The motion was seconded by Councilmember Pineyro and upon being put to a vote, the
vote was as follows:

| | |
|-----------------------------|-----|
| Mayor Christi Fraga | Yes |
| Vice Mayor Oscar Puig-Corve | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilman Rafael Pineyro | Yes |
| Councilwoman Maureen Porras | Yes |

PASSED AND ADOPTED this 10 day of April, 2024.



CHRISTI FRAGA, 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:



GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY

EXHIBIT “A”



Public Works Department
"ADOPT-A-STREET" PROGRAM

LITTER REMOVAL AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of April, 2023, by and between the City of Doral (the "City") through its Public Works Department (the "Department") and New Media, New Marketing, Inc., with a principal place of business of 8232 NW 14th St, Doral, FL 33126 (the "Participant").

Recitals

WHEREAS, NW 82 Ave from NW 25 St to 41st St (the "Adopted Roadway") is a section of the City's roadway system in City of Doral, Florida, equaling or exceeding one mile in length; and

WHEREAS, the Department is responsible for operation and maintenance of the City's 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 City Council, through Resolution No. _____, authorized the City to enter into this Litter Removal Agreement in furtherance of the City's Adopt-a-Street Program; and

WHEREAS, the Participant wishes to undertake such activities at the Adopted Roadway;

NOW THEREFORE, the parties agree as follow:

Terms and Conditions of Agreement

A. **PARTICIPANT'S RESPONSIBILITIES**. The Participant shall be responsible for:

1. the removal of litter at least 4 (four) times a year in the public right-of-way adjacent to the Adopted Roadway and on the medians along the minimum one-mile section of the road right-of-way adopted by the Participant;
2. performing litter removal in strict accordance with the guidelines of the Department's "Adopt-a-Street Program";
3. conducting and attending safety meetings and pre-task briefings prior to litter

- removal;
4. removing litter during daylight hours only;
 5. removing litter during favorable weather conditions only;
 6. contacting the "Adopt-a-Street Program" to arrange an appropriate litter removal schedule which will not conflict with the Department's mowing schedules;
 7. ensuring that all participants wear safety gear (including, at a minimum, 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. refraining from litter removal activities at construction or maintenance sites;
 9. only allowing such persons to participate as are determined by the Participant to be responsible enough to safely participate in the litter-removal activities. Participating youths must be at least 12 years of age, and the Participant shall provide at least one adult supervisor for every participant between the ages of ages of 12 and 15 who are participating in the litter-removal activity;
 10. not allowing persons to observe the litter-removal activity if the person is under the age of 16 and is not an official participant;
 11. ensuring that participants wear clothing that is highly visible to vehicles in the roadway;
 12. excluding any participants who have been convicted of a felony or misdemeanor within the past five (5) years or who is currently the subject of a criminal investigation; and
 13. refraining from discrimination on the basis of race, religion, color, age, sex, marital status, handicap or national origin in violation of any state or federal law.
 14. compliance with all terms, conditions, and responsibilities set forth in the City's Adopt-a-Street Program Guidelines & Conditions, which incorporated herein by reference and made part hereof.

B. THE DEPARTMENT'S RESPONSIBILITIES. The Department shall be responsible for:

1. providing permanent "Adopt-a-Street Program" signs at the beginning and end of the Adopted Roadway;
2. providing safety vests, traffic control signs and large plastics bags for use by the Participant when conducting litter-removal activities;
3. removing filled plastic bags from the Adopted Roadway and dispose of them at an approved facility; and
4. removing certain litter under unusual circumstances (i.e., large, heavy or hazardous items).

Notwithstanding the Department's agreement to provide safety gear and guidelines, the Participant shall be solely responsible for ensuring that all participants in the litter-removal activity act prudently and take all necessary precautions to avoid personal injury or property damage. Similarly, although the Department agrees to remove hazardous litter in advance of the Participant's litter-removal activities, the City's failure to remove such litter shall not be interpreted as a direction to the Participant to remove such litter, and the Participant shall be solely responsible for determining what litter it can safely remove.

C. VOLUNTEER SERVICE. The parties acknowledge that the litter-removal activities undertaken by the Participant under this Agreement are done as a service to the community and not in exchange for any compensation or with the expectation of recognition. No member, officer, director or volunteer of the Participant 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.

D. INDEMNIFICATION. The Participant shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses, damages, including attorney's fees and costs of defense, which City may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Participant, and the Participant shall defend the City, including any and all appellate actions, in any such actions or proceedings' whether in the name of the City or otherwise.

E. TERM. The Agreement shall remain in effect for a two-year period. The City or Participant may terminate this Agreement for any reason, including for its own convenience, with thirty (30) days written notice. Provided that the Participant is compliant with the terms and conditions of this Agreement, the initial two (2) year term set forth above may be renewed administratively for successive two (2) year terms provided that: (i) six (6) months prior to the expiration of each two (2) year term, the Participant shall advise the City in writing of their intent to renew the term for an additional two (2) year term, or to discontinue the Agreement. Notwithstanding the foregoing, the Participant acknowledges that in the event another applicant applies to the City to adopt the Adopted Roadway, then the Participant shall be notified that the Agreement will not be automatically renewed, and the selection of the organization, group or individual that will adopt said street for the next two (2) year term will be determined by the City Council in its sole discretion.

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

G. ADDITIONAL ACTIVITIES. 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.

H. DISPUTE RESOLUTION. 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.

I. AUTHORITY OF SIGNATORIES. The undersigned executing this Agreement on behalf of the Participant represents and warrants that he/she has authority to bind the Participant under this Agreement.

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

[EXECUTION PAGE FOLLOWS]

NAME OF THE PARTICIPANT:

New Media, New Marketing, Inc.

ADDRESS: 8232 NW 14th Street, Doral, FL 33126

BY: 

DATE: April 18th, 2023

Participant's Representative Signature

PRINTED NAME: Emmanuel "Manny" Sarmiento

TITLE: PRESIDENT

CITY OF DORAL

BY: _____ **DATE:** _____

Director of Public Works Department

ATTEST: _____ **DATE:** _____

Connie Diaz, City Clerk

**Approved As To Form and Legal Sufficiency
for the Use And Reliance of the City of Doral Only:**

**Greenspoon Marder, LLP
Interim City Attorney**