

**RESOLUTION No.18-32**

**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 MORA-ROMAN FAMILY” FOR THE PROVISION OF LITTER REMOVAL ACTIVITIES ALONG NW 114 AVENUE BETWEEN NW 41 STREET AND NW 58 STREET; 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 streets through litter removal activities and landscape efforts; and

**WHEREAS**, the Mora-Roman Family wishes to adopt NW 114 Avenue between NW 41 Street and NW 58 Street; and

**WHEREAS**, City Staff has recommended that the City Council approve the Adopt-a-Street Program Litter Removal Agreement with the Mora-Roman Family for the provision of litter removal services along NW 114 Avenue between NW 41 Street and NW 58 Street; and

**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 agreement between the City of Doral and The Mora-Roman Family for the provision of litter removal services along NW 114 Avenue between NW 41 Street and NW 58 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 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 Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Rodriguez 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	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of February, 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

# EXHIBIT “A”



RECEIVED

JAN 18 2018

CITY OF DORAL  
PUBLIC WORKS DEPT

## Public Works Department

### "ADOPT-A-STREET" PROGRAM

#### LITTER REMOVAL AGREEMENT

I. THIS AGREEMENT, made and entered in this 17 day of January, 2018, by and between The City of Doral, hereinafter called the "City" through its Public Works Department, hereinafter called the "Department" and

The Mora-Roman Family.

hereinafter called "Group".

#### WITNESSETH

WHEREAS, NW 114<sup>th</sup> Ave (41-58) 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 114<sup>th</sup> Ave from 41<sup>th</sup> to NW 58<sup>th</sup> St

NOW THEREFORE, the parties agree as follow:

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.







Location	Status	Applicants
NW 18th Terr / NW 89th Place / NW 24th St	Not Adopted	
NW 109th Ave from NW 41st St to NW 58th St	Not Adopted	
NW 117th Ave from NW 41st St to NW 58th St	Not Adopted	
NW 117th Ave from NW 25th St to NW 41st St	Not Adopted	
<b>NW 114th Ave from NW 74th St to NW 90th St</b>	<b>Adopted</b>	<b>Divine Savior Church Youth Ministry</b>
NW 82nd St from NW 107th Ave to 117th Ave	Not Adopted	
NW 82nd Ave from NW 25th St to 41st St	Adopted	PS Business Parks
NW 79th Ave from NW 25th St to 36th St	Not Adopted	
NW 84th Ave from NW 12th St to 25th St	Not Adopted	
NW 54th St from NW 87th Ave to 77th Ct	Not Adopted	
NW 56th St from NW 87th Ave to 77th Ct	Not Adopted	
NW 79th Avenue from NW 36th St to NW 58th St	Not Adopted	
NW 41st Street from NW 79th Ave to NW 87th Ave	Not Adopted	
NW 114th Ave from NW 41th St to NW 58th St	Not Adopted	
NW 114th Ave from NW 41st St to NW 34th St and NW 34th St from NW 114th Ave to 117th Ave	Not Adopted	
NW 82nd Ave from NW 12th St to 25st St	Not Adopted	
<b>NW 50th St from NW 107th Ave to NW 117th Ave</b>	<b>Adopted</b>	<b>Girl Scout Troop 552 - Doral</b>
<b>NW 33rd St from NW 97th Ave to NW 107th Ave</b>	<b>Adopted</b>	<b>Costa del Sol Association, Inc.</b>
<b>NW 33rd St from NW 87th Ave to NW 97th Ave</b>	<b>Adopted</b>	<b>US SouthCom First Class Petty Officer Association</b>
NW 56th St from NW 87th Ave to 79th Ave	Not Adopted	
NW 54th St from NW 87th Ave to 79th Ave	Not Adopted	



<p>NW 18th Terr between NW 87th Ave and NW 89th Pl; NW 89th Pl between NW 18th Terr and NW 25th and NW 24th St between NW 89th PL and NW 88th Ct</p>	<p>Not Adopted</p>	
<p>NW 53rd St from 79th Ave to 87th Ave, 52nd St from NW 79th Ave to 87th Ave, NW 84th Ave from 52nd St 53rd Terr and NW 53rd Terr from NW 87th Ave to NW 84th Ave</p>	<p>Adopted</p>	<p>Downtown Doral</p>
<p>NW 104 Avenue from NW 41 St to NW 33 St, NW 37 Terr from NW 107 Ave and NW 104 Ave, and NW 36 St from NW 107 Ave and NW 104 Ave</p>	<p>Adopted</p>	<p>Miami Parrot Head Club, Inc.</p>