

**PALM BEACH COUNTY
ADOPT - A - ROAD
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____, _____, by and between Palm Beach County, an agency of the State of Florida, hereinafter called the COUNTY and _____
_____/_____
(Name of GROUP) (Address of GROUP) (E-Mail)
hereinafter called the GROUP;

WITNESSETH

WHEREAS; _____ is a part of the County Road System in Palm Beach County, Florida; and
WHEREAS; the COUNTY has responsibility for operation and maintenance of the County Road System; and
WHEREAS; the COUNTY is authorized to contract with the private sector for performance of its duties; and
WHEREAS; the Board of County Commissioners encouraged the implementation of specific road litter removal projects by local organizations pursuant to section 403.4131 (3), Florida Statutes; and
WHEREAS; the GROUP is desirous of adopting a minimum of one mile more or less along the County Road System to remove litter at _____, Section _____
(Road Name)

hereinafter referred to as the "Adopted Road Section"

NOW, THEREFORE, the parties agree as follows:

I.

THE GROUP SHALL:

- A. Perform litter removal on the Adopted Road Section in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation Design Standards Index 601 and 602 all of which by this reference are incorporated herein.
- B. Conduct and attend safety meetings and pre-task briefings prior to litter removal.
- C. Remove litter during daylight hours only.
- D. Remove litter during good weather conditions only.
- E. Contact the COUNTY at DEPARTMENT OF ENGINEERING OWEN MILEY 561-684-4018
(Office) (Name) (Phone)
to arrange an appropriate litter removal schedule which will not conflict with COUNTY mowing schedules. Litter removal will be required to be performed a minimum of four (4) times a year with a recommendation of at least once a quarter.
- F. Ensure that all participants wear safety vests at all times during the litter removal activity. The local maintenance office should be contacted to obtain safety vests, traffic control signs, and litter collection bags at least five (5) days prior to litter removal activity and return the same when activity is complete.

- G. Not pick up litter at construction sites, in tunnels, on bridges or over-passes, or on medians.
- H. Only allow such persons to participate as are determined by the GROUP to be responsible enough to safely participate in litter removal activities. Participating youths must be at least 12 years of age and the GROUP shall provide at least one adult supervisor for every 5 youths, ages 12-15, who are participating in the litter removal activity. There shall at all times be at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities.
- I. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
- J. Not wear headphones.
- K. Shall have the responsibility to call the local Adopt-A-Road contact and set up dates and times for their safety meetings and litter removal activities.

THE DEPARTMENT SHALL:

- A. Provide Adopt-A-Road signs at the beginning and end of the adopted Road section for the period that this agreement is in effect. The GROUP's logo, trademark, or web site address cannot be placed on the Adopt-A-Road signs.
- B. Provide safety vests, and litter collection bags for use by the GROUP during their litter removal activity.
- C. Remove litter collection bags from adopted roadway section when bags are placed in front of the Adopt-A-Road Signs.
- D. Remove certain litter under unusual circumstances (i.e., large, heavy or hazardous items.)

II.

The GROUP covenants and agrees that it will indemnify and hold harmless the COUNTY and its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the GROUP or by any person performing litter removal as part of the GROUP during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither GROUP nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY, and its officers, employees or agents.

III.

The agreement shall remain in effect for a two-year period. The COUNTY or GROUP may terminate this agreement for any reason upon 30 days written notice.

IV.

This agreement is non-transferable and non-assignable in whole or in part without written consent of the COUNTY.

V.

This agreement is for litter removal activities only. No beautification activities are authorized by this agreement.

VI.

The COUNTY's designee shall screen and select the sections of the road system to be adopted, and upon written notice to the GROUP, the designee may reassign the GROUP to a different section of road for their participation.

All notices shall be given to the person named below; who shall be designated as the GROUP contact:

Contact Name: _____ Street Address: _____

Telephone No.: (____) _____ City, State, Zip: _____

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

NAME OF GROUP: _____

BY: _____ DATE: _____
(GROUP Representative)

(Title)

PALM BEACH COUNTY FLORIDA DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

BY: _____ DATE: _____
DEPUTY COUNTY ENGINEER or DESIGNEE

ATTEST: _____