

## **ADOPT-A-STREET SIGN POLICY**

Recognition signs shall be installed at the boundaries of the adopted roadway segment, one (1) sign in each direction, for each GROUP participating in the Adopt-A-Street Program. Such identification signs shall conform to the following criteria:

- a. Only the full name of the company, corporation, partnership, or entity shall be placed on the signs.
- b. No other information may be placed on the signs. The sole purpose of the signs is and shall be limited to informing the public of the name of the GROUP that performs litter pick-up for that particular roadway segment.

For additional program information, contact the Parks & Public Facilities Department at 4301 Burns Road, Palm Beach Gardens, Florida, 33410, (561) 804-7043 or 804-7034.

**CITY OF PALM BEACH GARDENS  
PARKS & PUBLIC FACILITIES DEPARTMENT**

**ADOPT-A-STREET  
LITTER REMOVAL AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (the "GROUP"), and the City of Palm Beach Gardens, Florida (the "CITY").

**WITNESSETH:**

**WHEREAS**, the City Council has enacted Resolution 98, 2009 implementing the Adopt-A-Street Program (the "Program"), which permits local organizations to participate in local street litter removal projects; and

**WHEREAS**, \_\_\_\_\_ (the "Roadway") is part of the CITY road system in Palm Beach County, Florida, and the CITY has responsibility for the operation and maintenance of such Roadway; and

**WHEREAS**, the GROUP agrees to comply with the CITY'S rules, regulations, and policies for such Program.

**NOW, THEREFORE**, in consideration of the above, the parties agree as follows:

**SECTION 1.** The above recitals are true and correct and incorporated herein.

**SECTION 2. THE GROUP'S RIGHTS, DUTIES, AND OBLIGATIONS.**

The GROUP hereby covenants and agrees to the following:

- 2.01 To adopt the section of Roadway identified as \_\_\_\_\_ and hereby acknowledges that the Program Director may, upon written notice to the GROUP, select an alternate section of Roadway.
- 2.02 To perform litter removal on the adopted section of Roadway no less than one (1) time per month for a period of two (2) years in strict accordance with the Florida Department of Transportation ("FDOT") Accident Prevention Manual, Safe Field Work Practices Topic No. 500-000-004b, the Federal Manual Uniform Control Devices ("MUTCD"), and FDOT Design and Standard Index 602.

- 2.03 That it shall conduct and require its participating members to attend safety meetings and pre-task meetings prior to litter removal, in accordance with the FDOT's Accident Prevention Procedures Manual Topic No. 500-080-003b.
- 2.04 To remove litter only during daylight hours and good weather conditions.
- 2.05 To contact the Program Director to coordinate the pick-up and disposal of the litter removed from the GROUP'S adopted Roadway segment. The Program Director may be contacted at 4301 Burns Road, Palm Beach Gardens, Florida, 33410, (561) 804-7043 or 804-7034.
- 2.06 To ensure that all participants wear CITY-issued safety vests at all times during the litter removal activity and that no participant wears inappropriate clothing, eye wear, or headphones of any kind which may impair their sight, movement, or hearing.
- 2.07 Not to collect or remove litter at construction or maintenance sites, in tunnels, on bridges, on overpasses, or in roadway medians.
- 2.08 To allow only such persons to participate as are determined by the GROUP to be responsible and capable of safely participating in litter-removal activities.
- 2.09 That participating youths shall be at least twelve (12) years of age, and the GROUP shall provide at least one (1) adult supervisor for every five (5) youths, ages 12-15, who are participating in the litter-removal activity.
- 2.10 To neatly pile the filled litter bags in locations, designated by the Program Director, at each end of the GROUP'S adopted section of Roadway.
- 2.11 To be responsible for the cost of repair or replacement of the CITY-issued safety equipment.

### **SECTION 3. THE CITY'S RIGHTS, DUTIES, AND OBLIGATIONS.**

The CITY hereby covenants and agrees to the following:

- 3.01 To install appropriate Adopt-A-Street signs at the beginning and end of the adopted section of Roadway.
- 3.02 To provide safety orientation and plastic litter bags to the GROUP and to loan the GROUP orange safety vests and orange safety signs.
- 3.03 To remove the filled plastic litter bags from the Roadway and to remove unusual, large, heavy, or hazardous items of litter from the Roadway.

#### **SECTION 4. INDEMNIFICATION**

- 4.01 The parties hereby agree that the members of the GROUP participating in the litter-removal activity are providing volunteer services to the GROUP and are not providing volunteer services to the CITY, are not contractors, independent or otherwise, employees, agents, or consultants for the CITY.
- 4.02 In consideration for the goodwill and other benefits received by the GROUP for its participation in the Program, the GROUP hereby agrees to protect, indemnify, provide costs of defense, and hold harmless the City of Palm Beach Gardens, its employees, officers, agents, and representatives from and against any and all claims and liabilities, including all attorneys' fees and court costs, including appeals, for which the CITY, its employees, officers, agents, and representatives can or may be held liable as a result of injury (including death) to persons or damage to property to the extent occurring by reason of any negligent or intentional acts or omissions of the GROUP, its employees, agents, volunteers, or participants, including subcontractors, arising out of the use of this Agreement. The GROUP shall not be required to indemnify the CITY or its agents, officers, employees, or representatives when an occurrence results from the wrongful acts or omissions of the CITY or its officers, agents, employees, or representatives. Upon completion of the term and/or any and all obligations and/or duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this paragraph shall survive. For the purposes of liability, the CITY is subject to the provisions of Section 768.28, *Florida Statutes*, and this Agreement shall not be deemed a waiver of sovereign immunity by the CITY.

#### **SECTION 5. GOVERNING LAW AND VENUE.**

The parties hereby agree that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any contrary conflicts of law principle and that the venue for all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida. The parties hereby waive whatever their respective rights may have been regarding the selection of venue.

#### **SECTION 6. SEVERABILITY.**

In the event that any part, term, or provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 7. ASSIGNABILITY.**

This Agreement may not be transferred or assigned by either party.

**SECTION 8. TERM AND TERMINATION OF AGREEMENT.**

This Agreement shall be for a term of two (2) years. The CITY or GROUP may terminate this Agreement for any reason upon ten (10) days' written notice.

**SECTION 9. NOTICES.**

All notices required under this Agreement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested and shall be addressed as follows:

To the CITY:

City of Palm Beach Gardens  
Attention: Adopt-A-Street Program Director  
4301 Burns Road  
Palm Beach Gardens, Florida, 33410  
(561) 804-7043 or 804-7034

To the GROUP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The remainder of this page intentionally left blank)

**IN WITNESS WHEREOF**, the parties have executed this Agreement, including any addenda attached hereto, on the date and year first written hereinabove.

**CITY OF PALM BEACH GARDENS, FLORIDA**

By: \_\_\_\_\_  
Ronald M. Ferris, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

**GROUP**

Name of Group: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

## Application for Adopt-A-Street Program

(Please type or print)

The Parks and Public Facilities Department will work with the adopting group to determine the specific section of City roadway to be adopted. Interstate highways, certain divided highways, and roadways where a lack of sufficiently wide rights-of-way cause safety hazards will not be considered adoptable roadways.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
President, Chairperson, etc.

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Daytime Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Evening Phone Number

\_\_\_\_\_  
City, State, and Zip Code

Approximate number of members participating in the litter pick-up \_\_\_\_\_.

City road section(s) you are interested in adopting:	Assigned
1. _____	
2. _____	
3. _____	

Mail, email, or fax this form to: City of Palm Beach Gardens, Adopt-A-Street Program, 4301 Burns Road, Palm Beach Gardens, Florida 33410, office (561) 804-7043; fax (561) 775-1000; [tcross@pbgfl.com](mailto:tcross@pbgfl.com)

<b>FOR DEPARTMENT USE ONLY</b>		<b>SAFETY ORIENTATION DATE:</b>		<b>FEE:</b>	<b>P</b>	<b>WAIVED</b>
<b>SCHEDULED PICK-UPS</b>		<b># OF BAGS COLLECTED</b>				
1.	5.	1.	5.	<b>EQUIPMENT LOANED</b>		
2.	6.	2.	6.	<b>SAFETY SIGNS (2)    DATE:</b>		
3.	7.	3.	7.	<b>SAFETY VESTS #    DATE:</b>		
4.	8.	4.	8.	<b>GLOVES #            DATE:</b>		

# ADOPT-A-STREET PROGRAM PROCEDURES

## **Section 1: GROUPS**

GROUPS must be a company, corporation, partnership, or other organizational entity recognized under Florida law.

**STEP 1** – GROUPS that wish to adopt a *half-mile* segment of the City's road right-of-way for litter removal purposes should contact the Parks & Public Facilities Director or his/her designee at the Parks & Public Facilities Department, 4301 Burns Road, Palm Beach Gardens, Florida 33410, (561) 804-7043 or 804-7034.

**STEP 2** – A letter of acknowledgment and information describing the program will be mailed to the GROUP. The GROUP should review the information and decide if the GROUP can comply with the requirements outlined. If the GROUP decides that it wants to adopt a *half-mile* segment of a City road, the GROUP should fill out and sign the application included with this information, then mail the application to the address shown on the application.

**STEP 3** – The Program Director (Parks & Public Facilities) or his/her designee will review the potential locations proposed by the GROUP and determine the safest location for the GROUP to conduct a litter pick-up. Once a location has been determined by the Director, an Adopt-A-Street Agreement will be sent to the GROUP for the signature of its representative. At the same time, the Director will schedule a safety orientation for the GROUP.

**STEP 4** – The GROUP will receive an initial safety orientation. At the safety orientation, safety equipment and materials will be issued to the GROUP. The GROUP will be responsible for the safety equipment and the cost of its repair or replacement if damaged, lost, or stolen. The safety equipment shall consist of orange vests for each member of the participating GROUP, two (2) large portable roadside safety signs, and safety briefing checklists. Materials shall consist of litter bags and a recognition sign to identify the GROUP'S road segment.

**STEP 5** – The GROUP will schedule its monthly litter pick-ups in advance and must contact the Director at (561) 804-7043 or 804-7034 to make changes to the schedule. The GROUP is responsible for holding its own safety briefing prior to each litter pick-up. The ideal time for the GROUP to pick up litter is between the hours of 8:00 a.m. and noon.

**STEP 6** – The GROUP agrees to pick up litter along the GROUP'S adopted segment of road at least one (1) time per month for a period of two (2) years.

**STEP 7** – FOR-PROFIT GROUPS that apply for the Adopt-A-Street program will be charged \$250.00 annually, which is a cost share fee to help defray program costs. NON-PROFIT GROUPS will have the fee waived.

## **Section 2: The Parks and Public Facilities Department**

**STEP 1** – Upon receiving an inquiry regarding the Adopt-A-Street program, the Program Director (the “Director”) will ensure that an acknowledgment letter and information about the program are sent to the inquiring party.

**STEP 2** – The Director will process each GROUP’S application. The Director will review the GROUP’S proposed litter pick-up location in order to determine the safest roadway segment for the litter control operation. Roads with curves or narrow rights-of-way beyond the shoulder are not appropriate and may not be adopted by any GROUP. The safest location will be assigned to the GROUP at the Director’s discretion.

**STEP 3** – An Adopt-A-Street Agreement will be sent to the GROUP for execution by an authorized officer or agent of same. Upon execution of the Adopt-A-Street Agreement by the City, the Director will coordinate the time and date for the GROUP’S initial safety orientation, which will be provided by the Parks and Public Facilities Department.

**STEP 4** – Following completion of the initial safety orientation, the Director will coordinate the manufacture and installation of two (2) recognition signs that will identify the section of roadway that the GROUP has adopted. Safety equipment will be loaned to the GROUP and provided at the safety orientation.

**STEP 5** – The Parks & Public Facilities Department will be responsible for the disposal of the bagged litter at the GROUP’S designated litter pick-up site. The GROUP will be responsible for coordinating the litter pick-up date and time with the Program Director.

**STEP 6** – The Director will be responsible for contacting the GROUP after the litter pick-up to determine the number of litter bags collected for informational purposes.

**STEP 7** – When a GROUP terminates the Agreement or fails to comply with the terms of the Agreement, the City will recover any and all safety equipment loaned to the GROUP and remove the GROUP’S recognition signs. The vacated segment of road will then be made available to other adopting groups.

**STEP 8** – Fees collected from the FOR-PROFIT GROUPS who apply for the Adopt-A-Street program will be given to the Finance Administrator for the City for deposit into the City’s General Fund.