

**ADOPT - A - HIGHWAY
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the State of Florida Department of Transportation of _____, an agency of the State of Florida, hereinafter called the DEPARTMENT and _____ of _____, FL / _____ hereinafter called the GROUP;

WITNESSETH

WHEREAS; SR _____ is a part of the State Highway System in _____ County, Florida.

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System.

WHEREAS, the Department is authorized to contract with the private sector for performance of its duties.

WHEREAS; the legislature has directed the implementation of local organizations in specific highway litter removal projects pursuant to section 403.4131 (3), Florida Statutes.

WHEREAS; the Group is desirous of adopting a minimum of two miles more or less along the state highway system to remove

litter at SR _____, Section _____ (Road Name or Number)

Milepost _____, to Milepost _____;

hereinafter referred to as the "Adopted Highway Section"

NOW, THEREFORE, the parties agree as follows:

I.

THE GROUP SHALL:

- A. Perform litter removal on the Adopted Highway Section in accordance with the Department's Loss Prevention Manual, Safe Field Practices, the Florida Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation Design Roadway and Standard Index 601 and 602 (610 for interstate), all of which by this reference are incorporated herein.
- B. Conduct and attend safety meetings and pre-task briefings prior to litter removal, in accordance with the Department's Loss Prevention Manual which is made a part hereof by this reference. Safety Meetings shall be held not less than every six (6) months.
- C. Remove litter during daylight hours only.
- D. Remove litter during good weather conditions only.
- E. Contact the Department at _____ (Office) _____ (Name) _____ (Phone) to arrange an appropriate litter removal schedule which will not conflict with Department mowing schedules. Litter removal will be required to be performed a minimum of four (4) times a year of the agreement. Recommended pick-ups of 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 clothing which will hinder the sight of participants.
- K. Shall have the responsibility to call the local Adopt-A-Highway contact and set up dates and times for their safety meetings and highway clean ups.

THE DEPARTMENT SHALL:

- A. Provide Adopt-A-Highway signs at the beginning and end of the adopted highway section for the period that this agreement is in effect. Group's logos, trademarks or web site addresses cannot be placed on the Adopt-A-Highway signs.
- B. Provide safety vests, traffic control signs and litter collection bags for use by the Group during their clean ups.
- C. Remove litter collection bags from adopted highway section when bags are placed in front of the Adopt-A-Highway 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 Department 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 Department 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 Department, and its officers, employees or agents.

III.

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

IV.

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

V.

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

VI.

The Department's District Secretary shall screen and select the sections of the State Highway System to be adopted. The District Secretary 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 fulfillment of the services hereunder and the character, quality, amount and value thereof of this decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

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)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____ DATE: _____
(District Secretary)

LEGAL APPROVAL: _____