



Miami-Dade County
Parks, Recreation and Open Spaces Department
ADOPT-A-ROAD PROGRAM

LITTER REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__, between _____ (the "Group") and Miami-Dade County (the "County"), hereinafter called the "County" through its Parks, Recreation and Open Spaces Department (the "Department").

Recitals

WHEREAS, _____ (the "Adopted Roadway") is a section of the County's roadway system equaling or exceeding one mile in length; and

WHEREAS, the County is responsible for operation and maintenance of the County's roadway system; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, through Resolution No. [R-183-14], authorized the County to enter into this Litter Removal Agreement in furtherance of the County's Adopt-a-Road Program, which enables local organizations, private corporations, and volunteer groups to beautify County-maintained roads through litter-removal activities; and

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

NOW THEREFORE, the County and Group agree as follows:

Terms and Conditions of Agreement

(1) Group's Responsibilities. The Group shall be responsible for (1) the removal of litter ____ times per year] in the right-of-way adjacent to the Adopted Roadway and on the medians along the Adopted Roadway; (2) providing a schedule to the County, which schedule shall be coordinated with the Department to avoid conflicts with the Department's landscaping schedule, setting forth the dates and times of at least four litter pick-up events; (3) removing litter in accordance with the guidelines of the Department's Adopt-a-Road Program; (4) conducting and attending safety meetings and pre-task briefings before litter removal; (5) removing litter during daylight hours only; (6) removing litter during favorable weather conditions only; (7) ensuring that all participants wear safety gear (including, at a minimum, safety vests) at all times during the litter-removal activity; (8) refraining from pick-up activities at construction or maintenance sites, tunnels, bridges, or overpasses; (9) allowing participation only by persons responsible enough to participate in the litter-removing activities; (10) limiting participation to individuals who are at least twelve years old, and providing at least one adult supervisor for every participant between ages twelve and fifteen; (11) excluding observers under the age of sixteen; (12) ensuring that participants wear

clothing that is highly visible to vehicles on the roadway; (13) excluding any participants who have been convicted of a felony or misdemeanor within the past five years or who are currently under criminal investigation; and (14) refraining from discrimination on the basis of race, religion, color, age, sex, marital status, sexual orientation, handicap, or national origin in violation of federal, state, or local law.

(2) Department's Responsibilities. The Department shall be responsible for (1) providing a safety demonstration and training for the Group before execution of this Agreement; (2) removing litter that would be hazardous for the Group to remove (e.g., large, heavy, or dangerous items); and (3) making safety vests, traffic control signage, and large plastic bags available to the Group before litter-removal activity. Notwithstanding the Department's agreement to provide a safety demonstration and training, the Group 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 Group's litter-removal activities, the County's failure to remove such litter shall not be interpreted as a direction to the Group to remove such litter, and the Group shall be solely responsible for determining what litter it can safely remove.

(3) Signage. The County is not, under any circumstances, required to provide or install signage for the Group. At the County's sole discretion, standardized Adopt-a-Road signs acknowledging the Group for their adoption may be installed at the beginning and end of the Adopted Roadway section, subject to the availability of funding. If the County is unable or unwilling to pay for and install the signage, the Group may request that the County prepare an estimate for signage preparation and installation at the Group's own cost and expense. The parties acknowledge that the litter-removal activities undertaken by the Group under this Agreement are done as a service to the community and not in exchange for any compensation, including the installation of signage, from the County.

(4) Indemnification. The Group shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, damages, including attorney's fees and costs of defense, which County 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 Group, and the Group shall defend the County, including any and all appellate actions, in any such actions or proceedings' whether in the name of the County or otherwise. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Fla. Stat. § 768.28, subject to the provisions of the Statute whereby the Group shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Group arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury

or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Group.

(5) Term and Termination. The Agreement shall remain in effect for a two-year period. The County or Group may terminate this Agreement for any reason, including for its own convenience, by written notice, without any liability to either party, except as provided in Condition (4) of this Agreement.

(6) Assignment. This Agreement is non-transferrable and non-assignable in whole or in part without the written consent of the County.

(7) Additional Activities. Under the same terms and conditions governing its litter removal activities, the Group may also undertake beautification activities and graffiti removal.

(8) Dispute Resolution. The County shall be solely responsible for directing the Group's activities under this Agreement, including the means and methods by which the Group will undertake its litter removal activities. The County shall be the sole arbiter of and decision maker as to all questions, difficulties, and disputes of any nature whatsoever that may arise under or out of this Agreement. The County's decision as to any question, difficulty, and/or dispute arising under or out of this Agreement shall be final and conclusive upon the parties hereto.

(9) Compliance with Laws. The Group agrees that it shall, at all times, comply with all applicable local, state, and federal laws, ordinances, codes, statutes, and rules and regulations.

(10) Authority of Signatories. The undersigned executing this Agreement on behalf of the Group represents and warrants that he/she has authority to bind the Group under this Agreement.

[EXECUTION PAGE FOLLOWS]

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

NAME OF GROUP: _____

ADDRESS: _____

BY: _____

DATE: _____

Group Representative's Signature

PRINT NAME _____

TITLE: _____

MIAMI-DADE COUNTY, FLORIDA

BY: _____

DATE: _____

Director

Parks, Recreation, and Open Spaces

LEGAL SUFFICIENCY: _____

DATE: _____

County Attorney