

**PASCO COUNTY
ADOPT-A-ROAD PROGRAM**

APPLICATION

Organization/Group Information:

Organization Name:

Address:

Telephone:

Contact Person:

Address:

Telephone:

E-mail:

2nd Contact Person:

Address:

Telephone:

E-mail:

Adoption Information:

County Road (Name/Number):

From:

To:

Miles:

Planned Start Date:

Planned Schedule:

Approximate Number of Participants:

Applicant Statement:

On behalf of _____ (group), I have read and agree to the procedures for the Pasco County Adopt-A-Road Program. I understand the hazardous nature of the work which is to be performed and take responsibility for the group's participation in the program.

Applicant's Signature

Title

Date

Recommend Approval/Disapproval (Circle One):

Director of Public Works Signature

Date

**PASCO COUNTY
ADOPT-A-ROAD PROGRAM**

LITTER REMOVAL AGREEMENT

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, by and through its Board of County Commissioners, hereinafter called COUNTY, and _____, hereinafter called GROUP.

W I T N E S S E T H:

WHEREAS, _____ (Road Name) is a part of the County Road System in Pasco 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 Pasco County Board of County Commissioners has encouraged the implementation of a County "Adopt-A-Road Program" for the participation of local organizations/groups in specific road litter removal projects, in accordance with Section 403.4131, Florida Statutes; and,

WHEREAS, the GROUP is desirous of adopting a segment of roadway to remove litter on _____ (Road Name) from _____ (Intersection) to _____ (Intersection).

NOW, THEREFORE, the parties agree as follows:

I.

THE GROUP SHALL:

A. Adopt the above section of road for the purpose of performing litter removal at least four (4) times per year.

B. Perform litter removal in strict accordance with the Florida Department of Transportation's Accident Prevention Manual, *Safe Field Work Practices*, Topic No. 500-000-004c; the Federal *Manual on Uniform Traffic Control Device* (MUTCD), and *Florida Department of Transportation Design Roadway and Standard Index 602*. The GROUP acknowledges that it is familiar with the provisions of such manuals.

C. Attend safety/training meetings scheduled and conducted by the Project Coordinator.

D. Remove litter during daylight hours only.

E. Remove litter during good weather conditions only.

F. Contact the Project Coordinator to arrange an appropriate litter removal schedule.

G. Ensure that all participants wear safety vests at all times during the litter removal activity. The Road and Bridge Department will provide traffic control signs, safety vests, first aid kit, large plastic bags, and blue bags for recyclables prior to litter removal activity. The GROUP will return these supplies when the activity is complete.

H. Not pick up litter at construction or maintenance sites, on bridges or overpasses, or on medians.

I. Only allow such persons to participate as are determined by the GROUP to be responsible enough to safely participate in the 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 five youths aged 12-15 who are participating in the litter removal activity.

J. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.

K. Not wear clothing which would hinder the sight of participants.

THE TRAFFIC OPERATIONS DIVISION SHALL:

A. Provide permanent County Adopt-A-Road signs at the beginning and end of the adopted road section.

DEPARTMENT OF PUBLIC WORKS SHALL:

A. Provide safety vests, traffic control signs, first aid kit, large plastic bags, and blue bags for use by the GROUP.

B. Remove large plastic bags from adopted road section.

C. Remove certain litter under unusual circumstances (i.e., large, heavy, or hazardous items).

II.

The GROUP covenants and agrees that it will release, indemnify, save, and hold harmless the COUNTY and all 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 any of its members, during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which 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 by or resulting from the sole negligence of the COUNTY, its officers, employees, or agents.

III.

This Agreement shall remain in effect until terminated by either party. The COUNTY or GROUP may terminate this Agreement for any reason upon 30 days' written notice to the other party.

IV.

This Agreement may not be transferred or assigned in whole or in part without the prior written consent of the COUNTY.

V.

This Agreement is for litter removal activities only.

VI.

The Director of the Department of Public Works shall mediate 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. Decisions of the Department of Public Works Director upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed this _____ day of _____, A.D., 20_____.

I CERTIFY that I have read the Agreement and understand the requirements contained in the Agreement and that I possess the authority to execute this Agreement on behalf of and binding the GROUP.

NAME OF GROUP: _____

BY: _____ DATE: _____
GROUP REPRESENTATIVE

TITLE: _____

ATTEST: _____ DATE: _____
NOTARY

DEPARTMENT OF PUBLIC WORKS

BY: _____
DIRECTOR OF PUBLIC WORKS SIGNATURE

DATE: _____