

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

THIS ADOPT-A-HIGHWAY LITTER REMOVAL AGREEMENT ("Agreement"), is entered into between the State of Florida,

Department of Transportation of _____ ("Department") and _____
(District Office) (Name of Group)
of _____, FL /
(Address of Group)

(E-Mail) ("Group").

RECITALS

- A. State Road ("SR") _____ is a part of the State Highway System in _____ County, Florida.
- B. The Department has responsibility for operation and maintenance of the State Highway System.
- C. The Department is authorized to contract with the private sector for performance of its duties.
- D. The legislature has encouraged local organization involvement in specific highway litter removal projects pursuant to Section 403.4131(3), Florida Statutes.
- E. The Group wants to adopt a minimum of two miles more or less along the State Highway System to remove litter at SR _____, Section _____ Milepost _____,
(Road Name or Number)
to Milepost _____ ("Adopted Highway Section").

AGREEMENT

The parties agree as follows:

1. THE GROUP SHALL:

- A. Perform litter removal activities on the Adopted Highway Section in accordance with the Department's Loss Prevention Manual, Chapter 10: Standards for Safe Work Practices; Design Roadway and Standard Index 601, 602, and 611 for interstate; and the Manual on Uniform Traffic Control Devices, all of which by reference are incorporated in this Agreement.
- B. Conduct and attend safety meetings not less than every six (6) months, which can consist of reviewing the online Adopt-A-Highway safety video, and hold pre-task briefings prior to each litter removal.
- C. Remove litter during daylight hours only.
- D. Remove litter during good weather conditions only.
- E. Contact the Department at _____
(Office) (Name) (Work Phone)

(Cell Phone) (Fax) (Email)

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; once a quarter is recommended. Consideration should be given to conducting litter removal activities within the Group's Adopted Highway Section during national and local cleanup events.

- F. Ensure that all participants wear approved safety vests at all times during litter removal activities. The Department also should be contacted (see 1.E. above) to obtain approved safety vests, traffic control signs, and litter collection bags at least five (5) days prior to conducting litter removal activities. Vests, traffic control signs, and unused litter collection bags must be returned when litter removal activities are complete.
- G. Not pick up litter, due to safety concerns, at construction sites, in tunnels, on bridges or overpasses, or in medians.
- H. Allow participation by only persons 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 youth ages 12-15. There shall at all times be at least one person over the age of 18 who is on site and generally responsible for supervising all litter removal activities.
- I. Not bring anyone to observe litter removal activities who is under the age of 16 and not an official participant in the activities.
- J. Not wear clothing which will hinder the sight of participants.
- K. Have the responsibility to call the Department (see 1.E. above) and set up dates and times for Group safety meetings and litter removal activities. The Adopt-A-Highway safety video is available for review online.
- L. Place litter collection bags in front of the Adopt-A-Highway signs. Upon completion of litter removal activities, provide the number of bags collected and the number of participants involved in the litter removal activities to the Department on the attached Exhibit A.

2. **THE DEPARTMENT SHALL:**

- A. Provide Adopt-A-Highway signs at the beginning and end of the Adopted Highway Section for the term of this Agreement. The Group's logos, trademarks, or web site addresses cannot be placed on Adopt-A-Highway signs.
- B. Provide approved safety vests, traffic control signs, and litter collection bags for use by the Group during litter removal activities.
- C. Remove litter collection bags from the Adopted Highway Section when bags are placed in front of the Adopt-A-Highway signs.
- D. Remove certain litter when advised by the Group that unusual circumstances exist (e.g., large, heavy, or hazardous items).

3. **INDEMNIFICATION**

To the extent permitted by Florida law, the Group shall indemnify and hold harmless the Department, its officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Group or by a person performing litter removal as part of the Group in the performance of this Agreement. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

4. **AGREEMENT PERIOD**

This Agreement shall remain in effect for two (2) years beginning on the last date of execution appearing below. The Department or the Group may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

5. **NON-ASSIGNMENT**

This Agreement is non-transferable and non-assignable in whole or in part by the Group without the prior written consent of the Department.

6. **ACTIVITIES**

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

7. **DETERMINATION OF ADOPTED HIGHWAY SECTION**

The appropriate Department District Secretary shall screen and select the sections of the State Highway System to be adopted as the Adopted Highway Section. 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, and all decisions shall be final and conclusive.

8. **NOTICE**

All notices shall be given to the person named below, and designated the Group contact:

Contact Name: _____ Street Address: _____
Telephone No.: _____ City, State, Zip: _____
Email: _____ Fax: _____ Cell: _____

IN WITNESS WHEREOF, we have executed this Agreement, effective on the last date executed by the parties below.

NAME OF GROUP: _____

BY: _____ DATE: _____
(Group Representative Signature / Title)

(Print Name)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____ DATE: _____
(District Secretary)

(Print Name)

LEGAL REVIEW: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADOPT - A - HIGHWAY
LITTER REMOVAL REPORT FORM

010-000-07
ADOPT-A-HIGHWAY
OGC - 09/13

DISTRICT _____

Name of Group/Organization: _____

Name of Adopt-A-Highway (AAH) Group Coordinator: _____

Street Address: _____

City/County: _____

Phone Number: _____ E-Mail: _____

Date of Litter Removal: _____

State Road Number: _____

Number of Miles Adopted: _____

Number of Volunteers: _____

Number of Litter Removal Hours: _____

Total Number of Volunteer Hours*: _____

*(This Number Should Be: Number of Volunteers x Litter Removal Hours = Total Volunteer Hours)

Amount of Litter Collected:

Trash:

Recyclables:

1. Number of Bags

2. Total Weight of Bags**

_____ lbs.

_____ lbs.

(30 gallon bag holds approximately 20 pounds of trash)

** Check One:

Actual Weight

Estimated Weight

Mail, Fax, or E-mail This Form to Your AAH Contact (see AAH Agreement paragraph 1.E.) at:

Mailing Address:

Fax Number:

E-mail Address:

Florida Department of Transportation

Attn: AAH Contact _____

Street Address: _____

City: _____, Florida

ZIP: _____

EXHIBIT "A"