



LT1-2-470099-1

RESOLUTION 2006-09



LT2-1005-332-6

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA APPROVING THE ADOPT-A-ROAD PROGRAM, AUTHORIZING THE COUNTY COORDINATOR, OR HIS/HER DESIGNEE, TO EXECUTE ADOPT-A-ROAD AGREEMENTS ON BEHALF OF THE COUNTY.

WHEREAS, the Board of County Commissioners of Levy County ("Board") desires to approve an Adopt-A-Road Program whereby citizens provide litter removal along adopted roads in the County road system; and

WHEREAS, the Board has determined that the County Coordinator, or his/her designee, should be authorized to execute, on behalf of the County, the Adopt-A-Road Agreements entered into between the County and the citizens, which Agreements implement the Adopt-A-Road Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Levy County, Florida that:

1. The Board hereby approves the Adopt-A-Road Program as presented by the County Road Department on the date hereof.
2. The Board of County Commissioners hereby authorizes the County Coordinator of Levy County, or his/her designee, to execute any Adopt-A-Road Agreement in substantially the same form as the agreement attached as Exhibit "A," on behalf of the County for the implementation of the Adopt-A-Road Program approved by the Board.
3. The County Coordinator, or his/her designee, may make minor revisions to any individual Adopt-A-Road agreement, provided such changes do not constitute substantive changes to the form agreement attached hereto.

PASSED AND DULY ADOPTED this 21st day of March, 2006.

RBOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

Nancy Bell

Nancy Bell, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

ATTEST: Clerk of the Circuit Court and
Ex-Officio to the Board

Danny J. Shipp

Danny J. Shipp, Clerk

EXHIBIT "A"

**ADOPT - A - ROAD
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2006, by and between Levy County, a political subdivision of the State of Florida, hereinafter called "the COUNTY" and _____ of _____
(Name of Group)

(Address of Group)
hereinafter called "the GROUP."

WITNESSETH

WHEREAS, _____ is a part of the County road system in Levy 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 some of its duties; and

WHEREAS, the GROUP is desirous of adopting a _____ miles +/- section of road to remove litter on _____, from _____ to _____.
(Road Name or Number)
(hereinafter referred to as "the adopted road").

NOW, THEREFORE, the parties agree as follows:

- I. THE GROUP SHALL:
 - A. Perform litter removal on the adopted road in accordance with the Florida Department of Transportation's Accident 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 Florida Department of Transportation's Accident Prevention Procedures 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 COUNTY Road Department ("Department") at 620 North Hathaway Avenue, Bronson, Florida, 32621, (352) 486-5124 during Department's business hours to arrange an appropriate litter removal schedule. Litter removal will be required to be performed a minimum of four (4) times a year during the term of the agreement, with recommended pick-ups of once a quarter.
- F. Ensure that all participants wear safety vests at all times during the litter removal activity. The Department should be contacted to obtain safety vests, traffic control signs, and litter collection bags at least five (5) work 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. A signed consent and release form must be returned to the Department prior to any minor's participation in any litter removal. A copy of the consent and release form approved by the Department will be provided to the GROUP.
- 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. Have each participating member sign a release form prior to each litter removal and return the signed forms to the Department prior to each litter removal. A copy of the release form approved by the the Department will be provided to the GROUP.
- L. Instruct each participating member to read and follow any roadside safety recommendations, adopted by the Department, prior to each litter removal.
- M. Complete a productivity report form and return to the Department within two (2) days after each litter removal. A copy of the productivity report form approved by the Department will be provided to the GROUP.
- N. Place filled trash bags at the Adopt-A-Road sign for the adopted road for pickup and disposal by COUNTY.
- O. Park any vehicles clear of the adopted road and at least 20' from the edge of pavement.
- P. Place cautionary traffic control signs which have been provided by the COUNTY

through the Department near the adopted road during litter removal. Placement instructions will be provided to the GROUP by the Department prior to litter removal efforts.

- Q. Have every participating member wear safety vests provided by COUNTY through the Department during litter removal.
- II. THE COUNTY SHALL:
- A. Install Adopt-A-Road signs at the beginning and end of the adopted road section for the period that this agreement is in effect indicating the GROUP's name and GROUP's responsibility for removing litter. GROUP's logos or trademarks cannot be placed on the Adopt-A-Road signs.
- B. Provide safety vests, traffic control signs, and litter collection bags for use by the GROUP during clean ups and pre-printed forms approved by the Department for use by the GROUP.
- C. Remove litter collection bags from adopted road section when bags are placed in front of the Adopt-A-Road signs.
- D. Remove certain litter under unusual circumstances at the request of the GROUP. Such unusual circumstances may include the presence of large, heavy, or hazardous items at or near the adopted road.
- III. In consideration of the installation of the Adopt-A-Road signs at the adopted road indicating GROUPS' name, GROUP covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY's officers, agents, and employees from any liability, claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by GROUP 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.
- IV. In consideration of the installation of the Adopt-A-Road signs at the adopted road indicating GROUPS' name, GROUP covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY's officers, agents, and employees from any liability, claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by any third party, during GROUP's performance of this Agreement, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject.
- V. This Agreement shall remain in effect for two years from the date first above written. Upon the expiration of the initial term of this Agreement, this Agreement shall be automatically renewed for an additional two-year term. There shall be no automatic renewal of this Agreement, however, if either GROUP or the Administrative Superintendent of the Road Department, or his/her designee, provides written notice to the other of its intention not to renew this Agreement at least thirty (30)

days prior to the expiration of the initial two-year term of this Agreement.

- VI. If COUNTY desires to terminate this Agreement due to default or failure by GROUP to fulfill one or more of its obligations under this Agreement, COUNTY shall first provide written notice to GROUP of the nature of such default or failure. If such default or failure by GROUP has not been cured within fifteen (15) days of receipt of notice thereof by GROUP, then COUNTY may terminate this Agreement upon thirty (30) days' written notice to GROUP of its intent to terminate.
- VII. GROUP shall not assign or transfer this Agreement in whole or in part, without the prior written consent of COUNTY.
- VIII. This Agreement is for litter removal activities only. No beautification activities are authorized by this Agreement.
- IX. COUNTY's Administrative Superintendent of the Road Department, or his/her designee, shall serve as the representative for COUNTY solely for the purposes of sending or receiving any notices provided for under this Agreement, providing the materials and forms necessary for GROUP to conduct a litter removal, collecting the materials GROUP must return to COUNTY before and after a litter removal, coordinating litter removals with GROUP, and acting as a contact between COUNTY and GROUP to answer minor questions GROUP may have regarding the litter removals and the procedures involved in litter removals.
- X. Any notices permitted or required to be given hereunder must be sent to the party intended to receive such notice at the address listed below:

If to GROUP:

If to COUNTY:

Administrative Superintendent
Levy County Road Department
P. O. Box 336
Bronson, FL 32621-0336

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

Witness

Name of GROUP

Witness

Authorized Representative's Signature

Typed or Printed Name & Title

LEVY COUNTY, FLORIDA

County Coordinator, or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney

**LEVY COUNTY ADOPT-A-ROAD PROGRAM
CONSENT AND RELEASE FORM**

I am the parent or legal guardian of _____, a minor (hereinafter "my child"), who is a member of the _____ and I have read understand the terms and conditions contained in the Levy County Adopt-A-Road Agreement and the Roadside Safety Recommendations prior to my child's participation in litter removal in the County right-of-ways. I hereby consent to my child's participation in litter removal in the County right-of-ways in accordance with the Levy County Adopt-A-Road Agreement. I agree to instruct my child to follow and conduct him/herself according to all the terms and conditions of the Levy County Adopt-A-Road Agreement and the Roadside Safety Recommendations.

I hereby release and discharge Levy County, and all of the Levy County's officers, agents, employees, and volunteers from all liabilities, claims, demands, and causes of action of every kind whatsoever for any damages and or injuries arising from the inherent risks involved in the activities arising from and related to my child's participation in the Levy County Adopt-A-Road program.

I further agree to hold harmless Levy County and its officers, agents and employees from liability for any damages or injuries resulting from any acts or failure to act on my child's part during my child's participation in any Adopt-A-Road activities on or near Levy County rights-of-way.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LEVY COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, AGENTS, SERVANTS, VOLUNTEERS, OR EMPLOYEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LEVY COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, AGENTS, SERVANTS, VOLUNTEERS, OR EMPLOYEES, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROEPRTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LEVY COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, AGENTS, SERVANTS, VOLUNTEERS, OR EMPLOYEES, HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature of Parent/Legal Guardian

Print Name

Date

RETURN TO: Adopt-A-Road Program Coordinator, Levy County Road Department, 620 North Hathaway Avenue, P. O. Box 336, Bronson, Florida, 32621-0336

FAX: 352-486-5139

**LEVY COUNTY ADOPT-A-ROAD PROGRAM
RELEASE FORM**

I or we _____, a member of the _____, have read and understand the terms and conditions contained in the Levy County Adopt-A-Road Agreement and the Roadside Safety Recommendations prior to taking part in litter removal in the County rights-of-way, and I hereby agree to follow and conduct myself according to all the terms and conditions of the Levy County Adopt-A-Road Agreement and the Roadside Safety Recommendations.

I hereby release and discharge Levy County, and all of Levy County's officers, agents, and employees from all liabilities, claims, demands, and causes of action of every kind whatsoever for any damages and/or injuries arising from any cause whatsoever which may result directly or indirectly from my participation in the Levy County Adopt-A-Road program.

I further agree to hold harmless Levy County and its officers, agents and employees from liability for any damages or injuries resulting from any acts or failure to act on my part during my participation in any Adopt-A-Road activities on or near Levy County rights-of-way.

<i>PRINT NAME</i>	<i>SIGN NAME</i>	<i>ADDRESS</i>	<i>TELEPHONE</i>

RETURN TO: Adopt-A-Road Program Coordinator, Levy County Road Department,
620 North Hathaway Avenue, P. O. Box 336, Bronson, Florida, 32621-0336

FAX: 352-486-5139