

ADOPT-A-STREET
LITTER REMOVAL PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ Year 20____, by and between the CITY OF PORT ST. LUCIE herein-after called the "CITY" and _____ hereinafter called the "GROUP".

WHEREAS; _____ from _____ to _____.
NAME OF STREET OR ZONE

is part of the street system in Port St. Lucie, Florida.

WHEREAS; the CITY is authorized to contract with the private sector for the performance of its duties.

WHEREAS; the CITY has encouraged the implementation of an Adopt-A-Street program for the participation of local individuals or organizations in specific litter removal projects.

WHEREAS; the GROUP is agreeable of adopting "removing litter" the section of road right-of-way identified on the application and summarized above on this agreement.

NOW THEREFORE; the parties agree as follows:

THE GROUP SHALL:

- A. Shall receive a safety video and conduct a safety meeting prior to the group's first cleanup. It is the responsibility of the group leader/representatives identified on the application to ensure that each new participant views and fully understands the safety video, program guidelines and obtains signed forms by each participant.
- B. Prior to any litter removal activities, contact Keep Port St. Lucie Beautiful (772) 871-5103 to arrange an appropriate litter removal schedule.
- C. Perform litter removal activities in the agreed to section(s) of road right-of-way adjacent to the street identified in this agreement/application a minimum of twelve times a year or more as necessary.
- D. Contact Keep Port St. Lucie Beautiful if any special accommodations are required by any GROUP member to safely perform the volunteer activities. The CITY will make reasonable accommodations as requested by the applicant.
- E. Remove litter during daylight hours and during non-inclement weather conditions only.
- F. Ensure that all participants either wear gloves or use proper litter removal tools and trash bags.
- G. Ensure that all participants wear proper clothing and bright colored shirts or safety vests. Proper shirts are provided to all participants and safety vests can be provided upon request.
- H. Contact Keep Port St. Lucie Beautiful if cones and traffic control signs are requested for a cleanup. It will be the responsibility of the group leader/representative to safely return these items to Keep Port St. Lucie Beautiful (Public Works Department) on the next business day.
- I. Have a working cell phone and a first-aid kit on hand.
- J. Only allow such persons to participate as are determined by the GROUP to be responsible enough to safely participate in the litter removal activities. Minimum age of participants is ten (10) years old.
- K. Provide one adult supervisor for every five (5) youths ages ten (10) to seventeen (17).
- L. Avoid picking up litter in construction areas, road medians, or in a street with high traffic volumes.
- M. Avoid lifting heavy or dangerous objects. Report any dangerous or suspicious items to the program coordinator or call 911.
- N. Submit a minimum of one (1) litter removal form every month after each cleanup = twelve (12) annually
- O. Report any injury accidents to the program supervisor at (772) 871-5103 or call 911.

THE CITY (PUBLIC WORKS DEPARTMENT) SHALL:

- A. Issue the safety video, safety checklist, and other program materials that are provided as part of this program.
- B. Provide permanent Adopt-A-Street signs as applicable and identified on page one of the application.
- C. Provide T-shirts (or safety vests) for all active participants in the program.
- D. Remove trash bags from the roadway section when requested by the group.
- E. Monitor compliance with program terms.

II.

I _____ on behalf of the GROUP covenants and agrees that we will indemnify and hold harmless the CITY, any maintaining agencies and all of their officers, agents and employees from any claim, loss, damage, cost charges or expense arising out of any act, action, neglect or omission by the GROUP during the performance of this agreement, whether direct or indirect, and whether to any person or property to which the CITY or said parties may be subject, except that neither GROUP nor any of its members shall be liable under provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CITY, any maintaining agencies, and all their officers, employees or agents.

III.

This agreement shall be non-lapsing; However, the CITY or GROUP may terminate this agreement for any reason upon thirty (30) days notice if deemed necessary to either party.

IV.

This agreement is for litter removal activities only. Any beautification activities must be pursued by another method.

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

NAME OF GROUP: _____

BY: _____
GROUP REPRESENTATIVE

SIGNATURE: _____ DATE: _____

DLN: _____

Witness by CITY staff: _____
NAME

CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC WORKS DEPARTMENT

BY: _____ & _____
KEEP PORT ST. LUCIE BEAUTIFUL PROGRAM SUPERVISOR PUBLIC WORKS DIRECTOR