

CITY OF OAKLAND PARK  
ADOPT-A-STREET

LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_,  
by and between the City of Oakland Park, hereinafter called the CITY, and  
\_\_\_\_\_ of  
\_\_\_\_\_, hereinafter called the GROUP.

WITNESSETH

WHEREAS; Roadway \_\_\_\_\_ is a part of the City roadway system in  
Broward County, Florida.

WHEREAS; the City has responsibility for operation and maintenance of the Oakland  
Park roadway system.

WHEREAS, the City is authorized to contract with the private sector for performance of  
its duties.

WHEREAS; the City Commission has encouraged the implementation of an "Adopt-A-  
Street" program for the participation of local organizations in specific roadway litter-removal  
projects, pursuant to Resolution R-95-98.

WHEREAS; the Group is desirous of adopting a minimum of one-half mile of roadway  
to remove litter at  
from \_\_\_\_\_ to

NOW THEREFORE; the parties agree as follows:

I.

THE GROUP SHALL:

- A. Adopt a minimum of a one-half-mile section of right-of-way adjacent to the roadway for litter removal at least six times a year.
- B. Shall conduct briefings for group participants to review Safety Recommendations prior to litter removal.
- C. Remove litter during daylight hours only.
- D. Remove litter during good weather conditions only.
- E. Contact the Public Works Director to arrange an appropriate litter-removal schedule which will not conflict with the Parks & Roads Division mowing schedules.
- F. Ensure that all participants wear safety vests at all times during the litter-removal activity. The Public Works Department shall be contacted to obtain safety vests and large plastic bags prior to litter-removal activity and return same if this agreement is voided.
- G. Not pick up litter at construction or maintenance sites, in tunnels, on bridges or overpasses, or on medians.
- H. 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 shall be 12 years of age or older and the Group shall provide at least one adult supervisor for every 5 youths aged 12-15 who are participating in the litter-removal activity.

- 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 would hinder the sight of participants.

THE CITY SHALL:

- A. Provide permanent Adopt-A-Street signs at beginning and end of the adopted roadway section.
- B. Provide safety vests and large plastic bags for use by the Group.
- C. Remove large plastic bags from adopted roadway section.
- D. Remove certain large, heavy or hazardous items.

II

The Group covenants and agrees that it will indemnify and hold harmless the City of Oakland Park from and against any claim, loss, damage, cost charge or expense arising out of any act, action, neglect or omission by the Group during the performance of the 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 this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City of Oakland Park.

III.

The agreement shall remain in effect for a two-year period. The City or Group may terminate this agreement for any reason upon 30 days notice. Any Group that fails to remove

litter from their adopted street for two consecutive bi-monthly periods and/or fails to submit a litter-removal report form for the same period may be asked, at the City's discretion, to leave the program and have their roadway assigned to another group.

IV.

This agreement is nontransferable and non-assignable in whole or in part without written consent of the City.

V.

This agreement is for litter removal activities only. Any other beautification activities are encouraged but may only be pursued after contacting the Public Works Department.

VI.

The Public Works Director shall screen and select the section of the City's roadway systems to be adopted. The director shall also decide 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 and his decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

VII.

Adopt-A-Street participants shall be limited to Oakland Park civic, business, fraternal or other benevolent associations or family groups and shall preclude the further addition of elected officials. No Group shall be assigned more than one delineated area.

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

I CERTIFY that I am familiar with the information contained in this agreement and that I  
possess the authority to execute this agreement on behalf of the Group.

NAME OF GROUP:

BY: \_\_\_\_\_ DATE:  
Group Representative

TITLE:

ATTEST: \_\_\_\_\_ DATE:  
Notary

CITY OF OAKLAND PARK

BY: \_\_\_\_\_ DATE:  
City Manager