

Board of County Commissioners Agenda Request

Date of Meeting: January 20, 2015

Date Submitted: December 19, 2014

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Curtis Young, Public Works Director

Subject: Approval of Adopt-A-Road Agreement with the Mt. Pilgrim P.B. Church Men's Ministry

Statement of Issue:

This agenda item seeks Board of County Commissioners approval of the Adopt-A-Road Agreement with the Mt. Pilgrim P.B. Church Men Ministry on High Bridge Road (from Moore Road to Quarterman Road).

Background:

The Board of County Commissioners approved the Adopt-A-Road program in 2012. Since that time, several group/organizations have adopted roads.

Analysis:

This Agreement is for litter removal activities only and will be in effect for a two-year period, beginning on the last date of execution appearing on the Agreement. The Mt. Pilgrim P.B. Church Men Ministry will be required to remove litter from the designated roadsides at least quarterly.

Fiscal Impact:

The County shall provide Adopt-A-Road signs to identify the road segment adopted at a minimal cost. The County will also provide safety vest, traffic control signs and large plastic bags upon request by the Group.

Options:

Option 1: Approve the Adopt-A-Road Agreement with the Mt. Pilgrim P.B. Church Men's Ministry and authorize the Chair to sign.

Option 2: Board direction

County Administrator's Recommendation:

Option # 1

GADSDEN COUNTY
ADOPT-A-ROAD
LITTER REMOVAL AGREEMENT

THIS ADOPT-A-ROAD LITTER REMOVAL AGREEMENT ("AGREEMENT"), is entered into between the Gadsden County ("County") and Mt. Pilgrim P.B. Church Men Ministry
(Name of Group)
of 4730 High Bridge Road Quincy Florida 32351
(Address of Group)
dwashing@tds.net ("Group").
(E-Mail)

RECITALS

- A. County Road 268 is a part of the County Road System in Gadsden County, Florida.
- B. The County has responsibility for operation and maintenance of the County Road System.
- C. The County is authorized to contract with the private sector for performance of its duties.
- D. The legislature has encouraged local organization involvement in specific road litter removal projects pursuant to Section 403.4131, Florida Statutes.
- E. The Group wants to adopt a minimum of two miles more or less along the County Road System to remove litter at County Road 268 "High Bridge Road", from
(Road Name or Number)
Moore Road to Quarterman Road ("Adopted Road Section").

AGREEMENT

The parties agree as follows:

1. THE GROUP SHALL:

- A. Be responsible for a minimum of a two-mile segment of a road or combination of shorter roads totaling a minimum of one mile for litter removal and shall remove litter from the designated roadsides at least quarterly.
- B. Perform litter removal in strict accordance with good safety practices and the County's safety procedures and requirements.
- C. Conduct safety and pre-task briefings prior to each litter removal projects.
- D. Remove litter during daylight hours only.
- E. Remove litter during good weather conditions only.
- F. Contact the County's Public Works Department Director to arrange and appropriate litter removal schedule which will not conflict with County mowing schedules.
- G. Refrain from picking up litter at construction or maintenance sites, in tunnels, on bridges or overpasses, or on medians.
- H. Allow participation only by such persons 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 5 youths aged 12 -15 who are participating in the litter removal activity.
- I. Prohibit observation of the activity of persons under the age of 16 who are not official participants.

- J. Wear clothing which will enhance the visibility of participants.
- K. Stock pile litter bags at the "Adopt-A-Road" signs for collection by the County.
- L. Complete a "Littler Removal Report" form for each clean-up activity.

2. THE COUNTY SHALL:

- A. Provide Adopt-A-Road signs to identify the road segment or combinations adopted.
- B. Provide safety vests, traffic control signs and large plastic bags for use by the Group upon request.
- C. Remove stock piled litter bags from adopted highway section.
- D. At the request of the Group, remove certain litter under unusual circumstances (i.e., large, heavy, or hazardous items.)

3. INDEMNIFICATION:

The Group covenants and agrees that it will indemnify and hold harmless the County, its officers, and employees from liabilities, damages, losses and costs, including, 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 of provisions of this Agreement.

4. AGREEMENT PERIOD:

This Agreement shall remain in effect for a two-year period, beginning on the last date of execution appearing below, and can be renewed upon written request. Either party 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 County.

6. ACTIVITIES:

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

7. DETERMINATION OF ADOPTED ROAD SECTION

Any questions, difficulties, or disputes of any nature whatsoever that may arise under or by reason of this Agreement shall be decided by Gadsden County through its Public Works Director, whose decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

8. NOTICE

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

Contact Name: <u>Donnie Washington</u>	Street Address: <u>4730 High Bridge Road</u>
Telephone No.: <u>850-875-7523</u>	City, State, Zip Code: <u>Quincy, Florida 32351</u>
E-Mail: <u>dwashing@tds.net</u>	Fax: _____ Cell: <u>850-556-9331</u>

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

NAME OF GROUP: Mt. Pilgrim P.B. Church Men Ministry

BY: Donnie Washington
(Group Representative)

DATE: 12-18-14

DONNIE Washington
(Name)

**GADSDEN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

BY: _____
(Chairman)

DATE: _____

APPROVED AS TO FORM:

BY: _____
(David Weiss, County Attorney)

ATTEST:

BY: _____
(Nicholas Thomas, Clerk)