



**City of Miami Gardens  
ADOPT-A-ROAD PROGRAM**



LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between City of Miami Gardens, hereinafter called the “City”

\_\_\_\_\_,

hereinafter called the “Group”.

WITNESSETH

WHEREAS, \_\_\_\_\_ is a part of the  
City roadway system in City of Miami Gardens, Florida; and

WHEREAS, the City Council of City of Miami Gardens, through Resolution  
No.2005-28-205, has established an “Adopt-A-Road Program” permitting local organizations,  
private corporations and volunteer groups to beautify City-maintained roads through litter-  
removal activities and landscaping efforts; and sponsorship

WHEREAS, the Group wishes to adopt a minimum of one mile of roadway to remove  
litter at:

\_\_\_\_\_

NOW THEREFORE, the parties agree as follows:

A. THE GROUP SHALL:

1. Remove litter at least four (4) times a year in the right-of-way adjacent to the roadway and on the medians along the minimum one-mile section of road right-of-way adopted by the Group.
2. Perform litter removal in strict accordance with the guidelines of the City’s Adopt-A-Road Program.

3. Conduct and attend safety meetings and pre-task briefings prior to litter removal.
4. Remove litter during daylight hours only.
5. Remove litter during good weather conditions only.
6. Contract the Adopt-A-Road Program to arrange an appropriate litter-removal schedule, which will not conflict with City mowing schedules.
7. Ensure that all participants wear safety vests at all times during the litter-removal activity. The Adopt-A-Road Program should be contacted to obtain safety vests, traffic control signs and large plastic bags prior to litter-removal activity and return same when the activity is complete.
8. No litter pick up at construction or maintenance sites, in tunnels, on bridges or overpasses.
9. 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 must be at least 12 years of age, and the Group shall provide at least one adult supervisor to supervise every five youths ages 12-17 who are participating in the litter-removal activity.
10. Not bring persons to observe the activity if the person is under the age of 18 and is not an official participant.
11. Not wear clothing, which would hinder the sight of participants.
12. Not discriminate on the basis of race, religion, color, age, sex, marital status, handicap or national origin in violation of any state or federal law.

**B. THE CITY SHALL:**

1. Provide permanent "Adopt-A-Road" signs on the adopted roadway section.
2. Provide safety vests, traffic control signs and large plastic bags for use by the Group.
3. Remove filled plastic bags from the adopted roadway section and dispose of them at an approved facility.

4. Remove certain litter under unusual circumstances (i.e., large, heavy or hazardous items).

II.

No member, officer, director or volunteer of the Group shall be an employee or independent contractor of the City for any reason whatsoever in carrying out its obligations under this Agreement.

III.

The Group covenants and agrees that it will indemnify and hold harmless City of Miami Gardens its officers, agents and employees from 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 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 and its officers, agents and employees.

IV.

The Agreement shall remain in effect for a two-year period. The Department or Group may terminate this Agreement for any reason with five (5) days written notice

V.

This Agreement is non-transferrable and non-assignable in whole or in part without the consent of the City.

VI.

This Agreement is mainly for litter removal activities. Beautification activities and graffiti-removal activities are encouraged.

VII.

The City shall screen and select the sections of City roadways to be adopted. The City 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 its decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

VIII.

The City Manager immediately suspend or revoke a Group's participation in the Adopt-A-Road Program if it in the best interest of the City.

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:

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ADDRESS:

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BY:

DATE:

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Group Representative's Signature

PRINT NAME:

TITLE:

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CITY OF MIAMI GARDENS

BY:

DATE:

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City Manager

ATTEST:

DATE:

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City Clerk