

**CITY OF WINTER SPRINGS, FLORIDA**  
**ADOPT-A-ROAD AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF WINTER SPRINGS, a Florida Municipal Corporation, and \_\_\_\_\_, whose address is: \_\_\_\_\_("Contractor").

WHEREAS, the City of Winter Springs has created a Voluntary Adopt-A-Road Program ("Program") for purposes of removing litter from and beautifying City roadways within the City of Winter Springs; and

WHEREAS, Contractor has volunteered and agreed to participate in the program under the terms and conditions of this Agreement, and as a community service to the City.

NOW THEREFORE, in consideration of the mutual covenants and provisions hereof, and other good and valuable consideration, the receipt and sufficiently all or which is hereby acknowledged, the parties hereby agree as follows:

1.0 **Adoption of Roadway.** Contractor hereby adopts the following City roadway for purposes of participating in the Program: \_\_\_\_\_, ("Roadway").

2.0 **Litter Collection.** Contractor agrees to perform litter removal from the Roadway at least four times per year (quarterly) or more frequently as needed and agreed to by the Contractor and the City. Litter removal is not permitted within paved areas of roadways, construction sites, private property and sites posted with a no trespass warning. Litter removal shall be performed in compliance with the additional terms and conditions of paragraph 3.0.

3.0 **Additional Litter Removal Terms.** The following rules shall apply to Contractor and all of Contractor's Participants (together referred to as "Participants") during a litter collection shift in accordance with the Program:

3.1 Litter removal shall occur only during daylight hours and in good weather.

3.2 Participants shall only collect litter at locations authorized by this Agreement.

3.3 Contractor shall submit a litter removal report to the City promptly after completing a litter collection shift.

3.4 Participants shall be at least fourteen (14) years of age and supervised by an adult, if under eighteen (18) years of age.

3.5 At least one adult supervisor (18 years or older) shall be present during a litter collection shift for every five (5) participants aged fourteen (14) to seventeen (17) who are participating in the Program with the Contractor.

3.6 All participants shall not be under the influence of alcohol or contraband substances during their participation in the Program.

3.7 Horseplay is strictly prohibited.

3.8 Department of Transportation (DOT) approved safety vests, gloves and work shoes (no open toe shoes) shall be worn at all times.

3.9 The adult supervisor must carry to the work site, a First Aid Kit provided by the City.

3.9.1 All Participants must be advised by Contractor that sunglasses, a hat, and sun block should be worn during the litter collection activity.

3.9.2 Each participant must bring to the worksite an adequate supply of water or other soft drink beverage to prevent dehydration.

3.9.3 Participants should work on one side of the road at a time and face on-coming traffic.

3.9.4 Participants shall avoid suspected toxic or hazardous materials (e.g needles, poison plants, snakes, fire ants, acid, automobile fluids, razor blades, etc.).

3.9.5 Participants shall immediately cease collecting litter and leave the work site if requested to do so by City.

3.9.6 All filled trash bags should be left on the side of the roadway for City pick-up, as to not to interfere with traffic.

3.9.7 Participants shall not interfere with pedestrian and automotive traffic on the Roadways and shall not dodge in and out of said traffic.

3.9.8 Contractor shall designate one participant Supervisor for each litter collection shift.

3.9.9 Contractor shall ensure that all participants, under the age of eighteen (18) years, have received permission to participate in the Program from their parents or legal guardian(s).

4.0 **City Obligations.** Upon approval of an adopted Roadway by the City, City agrees to provide Contractor and Participants with the following:

4.1 Safety vests and trash bags.

4.2 One general first aid kit to be held by the supervisor of litter collection shift.

4.3 Adopt-A-Road signs for each end of the adopted Roadway which credits Contractor for the removal of litter under this Agreement.

4.4 Basic initial training for the Contractor and their Participants.

5.0 **Indemnification.** For all litter removal services performed pursuant to this Agreement by Contractor and Participants, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and attorneys, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial, post judgment, appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor or Contractor's Participants pursuant to this Agreement.

6.0 **Participants Safety.** Contractor shall be fully and solely responsible for the safety of all Participants related to this Agreement.

7.0 **Waiver.** Failure of the City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of the City's right to later claim a failure to perform on that part of the Contractors.

8.0 **Term.** This Agreement shall be for a term of **one (1) year** from the date the last party hereto executes this Agreement. This Agreement may be extended for one year by mutual Agreement of the parties.

9.0 **Termination.** This Agreement may be terminated at any time by the terminating party delivering at least thirty (30) days written notice to the non-terminating party. Upon termination, the Adopt-A-Road signs provided pursuant to paragraph 4.0 shall be removed by City. Paragraph 5.0 shall survive termination to the extent of any pending or future claim, loss, damage, personal injuries, or liability resulting from this Agreement.

10.0 **Attorney Fees.** In the event of any litigation arising concerning this Agreement between the parties hereto, each party agrees to incur their own attorney fees and costs, including such fees and costs related to administrative, pre-trial, trial, post-judgment, and appellate proceedings.

11.0 **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

12.0 **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the City's potential liability under state or federal law.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above.

CITY OF WINTER SPRINGS, FLORIDA.

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City Clerk's Office

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_, 20\_\_.

CONTRACTOR:

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_.