SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Adopt-A-Highway Litter Removal Agreement with Family of Ray Higginbotham (Staff recommends approval).

REQUESTED ACTION: **Approve Litter Removal Agreement**

☐ Work Session (Report Only) **DATE OF MEETING:** 5/24/11
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Family of Ray Higginbotham

Effective Date: 5/24/11 Termination Date: 5/24/13
Managing Division / Dept: Public Works/Road and Bridge

BUDGET IMPACT: NA
☐ Annual **FUNDING SOURCE:** NA
☐ Capital **EXPENDITURE ACCOUNT:** NA
☒ N/A

HISTORY/FACTS/ISSUES:
Sumter County's Adopt-A-Highway program began in 1996. Under the agreement, each group/individual must commit to perform a minimum of eight (8) litter pickups for a two year period on an adopted two mile span of right-of-way.

Family of Ray Higginbotham is an new organization to the Adopt-A-Highway program and is requesting to adopt :

Beginning at intersection of CR620/CR 575, north to
intersection CR 575/SW 63rd Avenue
TOTAL: Two (2) miles.

Ms. Jessica Hoag, representative for the organization, has agreed to abide to all safety and contractual procedures.

If Board of County Commissioners agrees to execute litter removal agreement, two (2) of the three (3) originals should be returned after executed. The third original will be retained with Board Minutes.

Board of Sumter County Commissioners

ADOPT-A-HIGHWAY
LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this _____day of _____, _____, by and between Sumter County, a political subdivision of the State of Florida, hereinafter called the County and

Family of Ray Higginbotham
(Name of Group)

7001 C-575 Bushnell, Florida 33513
(Address of the Group)

hereinafter called the GROUP;

WITNESSETH

WHEREAS; C-476E is a part of the County Highway System in Sumter County, Florida.
WHEREAS; the County has responsibility for operation and maintenance of the County Highway System.
WHEREAS; the County is authorized to contract with the private sector for performance of its duties.
WHEREAS; the legislature has encouraged the implementation of local organizations in specific highway litter removal projects, section 403.4131 (3) (b), Florida Statutes.
WHEREAS; the Group is desirous of adopting a minimum of two miles of highway to remove litter

Beginning at intersection of CR620/575, north to intersection CR575/SW 63rd Avenue

TOTAL: 2 miles

NOW THEREFORE; the parties agree as follows:

I.

THE GROUP SHALL:

A. Perform litter removal on the Adopted Road Section in strict accordance with the Department Accident Prevention Manual, Safe Fieldwork Practices, the "Federal Manual on Uniform Traffic Control Device (MUTCD), and Florida Department of Transportation Design Roadway and Standard Index 602, all of which by this reference are incorporated herein.
B. Conduct and attend safety meetings and pre-task briefings prior to litter removal, in accordance with the Department's Accident Prevention Procedures Manual, which is made a part hereof by this reference. Safety Meetings shall be held not less than every six- (6) months.
C. Remove litter during daylight hours only.
D. Remove litter during good weather conditions only.
E. Contact the County Public Works Office to an appropriate litter removal schedule, which will not conflict, with County mowing schedules. Litter removal will be required to be performed a minimum of four (4) times during each year of the agreement.
F. Ensure that all participants wear safety vests at all times during the litter removal activity. The County Public Works Office should be contacted to obtain safety vests, traffic control signs, and large plastic bags at least five (5) days prior to litter removal activity, and return same when activity is complete
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 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, ages 12-15, who are participating in the litter removal activity. There shall at all times be at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities.
I. Not to bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
J. Not to wear clothing which will hinder the sight of participants.
K. Shall have the responsibility to call the local County Adopt-A-Highway Coordinator and set up dates and times for their safety meetings and highway clean ups.

THE DEPARTMENT SHALL:

A. Provide Adopt-A-Highway signs at the beginning and end of the adopted highway section for the period that this agreement is in effect.
B. Provide safety vests, traffic control signs and litter collection bags for use by the Group during their clean ups.
C. Remove litter collection bags from adopted highway section when bags are placed in front of Adopt-A-Highway signs.
D. Remove certain litter under unusual circumstances (i.e., large, heavy or hazardous items.)

II.

The Group covenants and agrees that it will indemnify and hold harmless the Department and 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 or by any person performing litter removal as part of the group during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the Department 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 Department, and its officers, employees or agents.

III.

The agreement shall remain in effect for a two-year period. The Department or Group may terminate this agreement for any reason upon 30 days notice.

IV.

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

V.

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

VI.

The County Public Works Director shall screen and select the sections of the County Road System to be adopted. He 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 of this decision upon all claims, questions and disputes, shall be final and conclusive upon the parties hereto.

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

NAME OF GROUP: **FAMILY OF RAY HIGGINBOTHAM**
(PLEASE PRINT)

BY: Jessica M. Hoag DATE: 3/31/2011
(GROUP REPRESENTATIVE)

Niece
(TITLE)

BOARD OF SUMTER COUNTY COMMISSIONERS

BY: _____ DATE: _____
(Chairman)

VII.

All notices shall be given to the person listed below, who shall be designated as the Group contact.

NAME: Jessica M. Hoag
(PLEASE PRINT)

TELEPHONE NUMBER: 352-457-6247