PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	June 15, 2021	[] Consent [] Ordinance	[X] Regular [] Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Traffic Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution approving an Adopt-A-Road Program (Program) for litter removal along Palm Beach County (County) maintained road rights-of-way (ROW), establishing a fee schedule, providing for future fee increases, approving the use of the Program's Agreement (Agreement), and delegating to the County Administrator or designee the authority to enter into Agreements with local interested parties (Group).

SUMMARY: Adopting this Resolution will formally approve the County's Program, which has been in effect through the Engineering Department since at least the early 1990s. The County is responsible for the maintenance of County road ROW and is further encouraged to initiate a litter control and prevention program through forming public/private partnerships, pursuant to Section 403.4131 (3), Florida Statutes. The Program allows Groups to conduct litter removal activities along County maintained road ROW, and several hundred road segments have been adopted over the years. The Agreement has been reviewed by the County's Risk Management Department. Adoption of this Resolution will authorize the County Administrator or designee to execute future Agreements. Countywide (YBH)

Background and Justification: The Engineering Department receives requests from Groups that wish to make a difference in their communities. Prior to entering into the Agreement, staff will review the selected road segments to ensure they are located within County ROW and allow for the safe collection of litter. The Groups will enter into a two year Agreement with the County, during which they agree to conduct litter removal activities at least four times a year. The Agreement requires the Groups to comply with specific safety regulations. The County will prepare and install two signs at the beginning and end of the selected road segment, and will further provide litter collection supplies to the Groups. The County will also arrange to have the litter bags picked up. The Groups will pay a \$200 fee to offset the costs for signs and litter removal supplies. The fee will be adjusted in the future as needed to better reflect actual costs. The fee is waived for non-profit Groups. Any Agreement that substantially differs from the form Agreement, which is Exhibit A to the Resolution, will require BCC approval.

Attachments:

1. Resolution with Exhibit A (3)

Recommended By: M	a SI their	6/3/2021
-	County Engineer	Date
Approved By:	Tal	6/3/21
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	<u>\$ -0-</u>	0	0-	0	
Operating Costs	-0-	0-	0-	-0-	
External Revenues		0			
Program Income (County)	-0-	-0-	-0-		-0-
In-Kind Match (County)			0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-			-0-	
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund

Dept

Unit

Object

Recommended Sources of Funds/Summary of Fiscal Impact:

**Fiscal impact is indeterminable at this time. Prior to entering into the Agreement, staff will review the selected road segments to ensure they are located within County ROW and allow for the safe collection of litter. The Groups will enter into a two (2) year Agreement with the County, during which they agree to conduct litter removal activities at least four (4) times a year. The Groups will pay a \$200 fee to offset the costs for signs and litter removal supplies. The fee will be adjusted in the future as needed to better reflect actual costs. Future maintenance expenses are subject to annual budget approval.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

P. M. - Elm.

OFMBCA 518.21 55118

Contract Dev. and Control

B. Approved as to Form

A Appd/Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

RESOLUTION NO. R2021-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING AN ADOPT-A-ROAD PROGRAM (PROGRAM) FOR LITTER REMOVAL ALONG PALM BEACH COUNTY (COUNTY) MAINTAINED ROAD RIGHTS-OF-WAY (ROW), ESTABLISHING A FEE SCHEDULE, PROVIDING FOR FUTURE FEE INCREASES, APPROVING THE USE OF THE PROGRAM'S AGREEMENT (AGREEMENT), AND DELEGATING TO THE COUNTY ADMINISTRATOR OR DESIGNEE THE AUTHORITY TO ENTER INTO AGREEMENTS WITH LOCAL INTERESTED PARTIES (GROUP).

WHEREAS, COUNTY is responsible for maintaining COUNTY road ROW; and

WHEREAS, COUNTY has received requests from local interested GROUPS that wish to "adopt" COUNTY road segments and engage in litter removal activities along these "adopted" road segments; and

WHEREAS, pursuant to Section 403.4131 (3), Florida Statutes, counties are encouraged to initiate a litter control and prevention program through forming public private partnerships; and

WHEREAS, COUNTY has allowed GROUP to perform litter removal activities through agreements with each GROUP as part of an informal Adopt-A-Road Program; and

WHEREAS, the Board of County Commissioners (BCC) wishes to now formally approve the COUNTY's PROGRAM; and

WHEREAS, the BCC is delegating to the County Administrator or designee the authority to enter into a standard two year PROGRAM AGREEMENT with each GROUP; and

WHEREAS, it is desirable for the COUNTY to recover the partial cost of the Adopt-A-Road Program and establish that future fee increases should be based upon increases to the Consumer Price Index (CPI); and

WHEREAS, an analysis has been performed by the Engineering & Public Works Department, Traffic Division staff to determine the cost involved in providing each GROUP with litter removal supplies and signs; and

WHEREAS, the fees established in this Resolution reflect 100% of the costs for supplying the GROUP with litter removal supplies and signs; and

WHEREAS, it is necessary to allow the Traffic Division to adjust fees each year according to the CPI commencing 2022 so that fees do not lag behind the cost to the COUNTY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

- 1. The foregoing recitals are true and correct and are incorporated herein.
- 2. The BCC hereby formally approves the PROGRAM.
- 3. The County Administrator or designee is hereby delegated the authority to enter into the AGREEMENT, as shown in **Exhibit A** (AGREEMENT), attached hereto and made a part hereof, or a substantially similar agreement, on behalf of the BCC.
- 4. The Adopt-A-Road Program Fee Schedule for the AGREEMENT is hereby established, as follows:

Adopt-A-Road Program Fee Schedule

	Calendar Year 2021	
Non-profit groups	\$0 AGREEMENT Fee	
All other groups	\$200 AGREEMENT Fee	

- 5. The Adopt-A-Road Program Fee Schedule, as amended from time to time by the County Engineer, shall be posted in the Traffic Division.
- 6. On March 1 of each year, each fee in the Fee Schedule shall automatically increase by a percent equal to the percentage increase in the CPI from the previous calendar year, with all fees rounded up to the nearest five dollar increment. The County Engineer shall amend the fee schedule to reflect the CPI increases, if any, by March 30th.
- 7. If any section, paragraph, sentence, clause, phrase or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional, invalid, inapplicable, inoperative, or void, such holding shall not affect the remainder of this Resolution.
- 8. All resolutions or proceedings or parts thereof in conflict with any provision of this Resolution are hereby repealed to the extent of such conflict.
- 9. This Resolution shall take effect upon adoption.

(Intentionally Left Blank)

The foregoing Resolution was offered by Comm	issioner who moved for its
adoption. The motion was seconded by Commi	ssioner and upon being put to a
vote, the vote was as follows:	
Commissioner Dave Kerner, Mayor	-
Commissioner Robert S. Weinroth, Vice	Mayor -
Commissioner Maria G. Marino	-
Commissioner Gregg K. Weiss	- -
Commissioner Maria Sachs	-
Commissioner Melissa McKinlay	-
Commissioner Mack Bernard	-
The Mayor thereupon declared the Reso	olution duly passed and adopted this day of
, 2021.	
	PALM BEACH COUNTY, FLORIDA BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS
	BY:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
BY: Yelizaveta B. Herman Assistant County Attorney	BY:
APPROVED AS TO TERMS AND CONDITIONS	
BY: Motasem Al-Turk, Ph.D, P.E. Traffic Division, Director	

ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND
THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this
day of,between Palm Beach County (COUNTY), a
political subdivision of the State of Florida, and
(GROUP) (individually "Party" or collectively "Parties").
WITNESSETH
WHEREAS, pursuant to Section 403.4131 (3), Florida Statutes, counties are encouraged
to initiate a litter control and prevention programs through forming public private partnerships;
and
WHEREAS, the GROUP is desirous of removing litter from (Road Name)
from to (ADOPTED ROAD SECTION) a COUNTY maintained
road in Palm Beach County, Florida; and
WHEREAS, the COUNTY believes that the efforts by the GROUP to conduct litter
removal activities serves a public purpose and enhances the appearance of the public right-of-way.
NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants
contained herein, the Parties hereby agree as follows:
1. The above recitations are true and correct and incorporated herein.
2. THE GROUP SHALL:
a. Pay the AGREEMENT fee, in the amount of \$200 to COUNTY to offset the
COUNTY's costs for the Adopt-A-Road Program. This fee shall be waived if the
GROUP is a nonprofit group.
b. Perform litter removal activities adjacent to the roadway, outside of the roadway
pavement, along the ADOPTED ROAD SECTION. Litter removal activities are to

occur in the grassy areas and/or on the sidewalk next to the ADOPTED ROAD SECTION.

c. Not collect litter from construction sites, in tunnels, on bridge over-passes, or in

medians.

- d. Hold a safety meeting with all GROUP participants before each litter removal activity. A GROUP representative shall contact the COUNTY Traffic Division to schedule and attend a mandatory safety orientation to go over the Safety Review Checklist, Attachment A as may be amended, prior to starting the first litter removal activity. The GROUP shall designate a supervisor for each litter removal activity who is responsible for reviewing the Safety Review Checklist with the GROUP participants prior to each litter removal activity and supervise the participants.
- e. Ensure that, at all times, all GROUP participants are wearing safety vests. If the GROUP does not have safety vests, gloves, nor litterbags, the COUNTY Traffic Division should be contacted to obtain these items at least five (5) working days prior to the litter removal.
- f. Contact the COUNTY Traffic Division at least five (5) working days prior to each planned litter removal activity to schedule a date and time that does not conflict with COUNTY's moving schedules and to schedule the pick-up of litterbags.
- g. Perform a minimum of four (4) litter removal activities within one (1) year, with a recommendation of at least one (1) every three (3) months.
- h. Remove litter during daylight hours and outside of peak hours. Peak hours are between 6:00 AM and 9:00 AM and between 4:00 PM and 6:00 PM, Monday through Friday.
- i. Not remove litter during inclement weather.
- the COUNTY Traffic Division. ENG-Contact j. by email TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pickup of the litterbags collected by the GROUP after the litter removal. Information to be provided by the GROUP shall include the number of bags collected, location of Adopt-A-Road sign under which the bags were left, as well as, the number of GROUP participants. A copy of a sign-in sheet with the GROUP's name, ADOPTED ROAD SECTION, date and time of the litter removal activity, names of all who participated in the litter removal activity, and a statement confirming that the GROUP reviewed the Safety Review Checklist shall be provided by email or delivered to the COUNTY Traffic Division's office located at, 2300 N Jog Rd,

- West Palm Beach Florida 33411. Attachment B contains a sign-in sheet template that can be used by the GROUP.
- k. Only allow such persons to participate who, as determined by the GROUP, are responsible enough to participate safely in litter removal activities. Participants must be at least 12 years of age. At all times, there should be, at minimum, one (1) adult participant, 18+, who is on-site and responsible for the supervision of all litter removal activities. The GROUP shall provide at least one (1) adult supervisor for every five (5) youths, ages 12-15, who are participating.
- I. Not allow participants to wear headphones of any type.

3. THE COUNTY SHALL:

- a. Provide Adopt-A-Road signage near the beginning and end of the ADOPTED ROAD SECTION for the period that this agreement is in effect. The GROUP's logo, trademark, or web site address will not be placed on the Adopt-A-Road signs.
- b. Conduct a mandatory safety orientation and provide safety vests, litterbags, and gloves for use by the GROUP during their litter removal activities.
- c. Coordinate with the GROUP for the removal of filled litterbags from the ADOPTED ROAD SECTION (when bags are placed by the GROUP under the Adopt-A-Road Signs), and remove certain litter under unusual circumstances (i.e., large, heavy, or hazardous items) from the ADOPTED ROAD SECTION.
- 4. COUNTY's Traffic Division shall screen and select the sections of the road system to be adopted, and upon written notice to the GROUP, the COUNTY's Traffic Division may reassign the GROUP to a different section of road for their participation.
- 5. The GROUP shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character including attorney's fees and costs, whether at trial or appellate levels or otherwise arising during and as a result of the GROUP's performance of the terms of this AGREEMENT or due to the acts or omissions of the GROUP. This paragraph shall survive the expiration or termination of this AGREEMENT.
- 6. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual

orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County R-2017-1770, as may be amended.

- 7. This AGREEMENT shall become effective upon execution by the COUNTY and remain in effect for a two (2) year period after the execution date by COUNTY. COUNTY or GROUP may terminate this agreement for any reason upon 30 days written notice.
- 8. The GROUP shall not assign, convey nor transfer any interest in this AGREEMEN'I without the prior written consent of COUNTY.
- 9. This AGREEMENT is for litter removal activities only. No other activities, such as beautification activities, are authorized by this AGREEMENT.
- 10. All notices shall be given to the persons named below.

COUNTY:	Palm Beach County Engineering and Public Works Department Attn: Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director P.O. Box 21229 West Palm Beach, FL 33416-1229
With a copy to:	Palm Beach County Attorney's Office Attn: Yelizaveta B. Herman Assistant County Attorney P.O. Box 1989 West Palm Beach, FL 33416-1229
GROUP:	

- 11. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the GROUP: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, the GROUP shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The GROUP is specifically required to:
 - A. Keep and maintain public records required by the COUNTY to perform services as provided under this AGREEMENT.

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- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The GROUP further agrees that all fees, charges and expenses shall be determined in accordance with COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the AGREEMENT, if the GROUP does not transfer the records to the public agency.
- D. Upon completion of the AGREEMENT, the GROUP shall transfer, at no cost to the COUNTY, all public records in possession of the GROUP unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the GROUP transfers all public records to the COUNTY upon completion of the AGREEMENT, the GROUP shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the GROUP keeps and maintains public records upon completion of the AGREEMENT, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically by the GROUP must be provided to the COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the GROUP to comply with the requirements of this article shall be a material breach of this AGREEMENT. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The GROUP acknowledges that it has familiarized itself with the requirements of Chapter 119,

Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE GROUP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GROUP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST @PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- 12. The COUNTY has established the Office of the Inspector General in COUNTY Code, Section 2-421 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the GROUP, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of COUNTY Code, Section 2-421 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 13. This AGREEMENT, including any exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same. The COUNTY may execute the AGREEMENT through electronic or manual means. The GROUP shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this AGREEMENT on the day and year first written above.

COUNTY:		
APPROVED AS TO TERMS AND CONDITIONS		
By: Motasem Al-Turk, Ph.D, P.E. Traffic Division Director	PRESSON.	
GROUP:		
ATTEST:	GROUP:	
BY:	BY:	WARRY TO THE REAL PROPERTY.
(Print Name and Title)	(Print Name and Title)	

EXECUTED by COUNTY this	day of	, 20
(COUNTY Seal)		
ATTEST:		
	Palm Beach Couby its County Ac	
By: Witness		ı Baker Administrator
APPROVED AS TO FORM AND LEGAL SUFFICIENCY		
By:		

Attachment A ADOPT A ROAD PROGRAM SAFETY CHECKLIST

- 1. A safety briefing with the Adopt a Road Program group (GROUP) participants is required prior to each litter removal activity. In the safety briefing, this Safety Checklist is to be reviewed.
- 2. Participants should wear light colored clothing, heavy gloves, hat, and long sleeves. Wearing of sunglasses and sunblock is heavily encouraged.
- 3. Vehicles belonging to the GROUP's participants are to be parked clear of the roadway. The GROUP's participants are encouraged to carpool to the GROUP's adopted roadway segment (ADOPTED ROAD SECTION).
- 4. Safety vests are to be worn at all times by the GROUP's participants.
- 5. GROUP participants must stay outside of the roadway pavement and are not to enter the roadway or shoulder. Litter removal activities are to occur in the grassy areas and/or on the sidewalk next to the ADOPTED ROAD SECTION. Litter should not to be collected from construction sites, medians, in tunnels or on bridges overpasses.
- 6. GROUP participants are to stay clear of any construction and face oncoming traffic.
- 7. The GROUP is to designate at least one (1) GROUP adult supervisor, 18+, who is on-site and responsible for the supervision of all litter removal activities.
- 8. Participants must be at least 12 years of age. The GROUP shall provide at least one (1) adult supervisor for every five (5) youths, ages 12-15, who are participating.
- 9. Each GROUP should have a first aid kit and an adequate supply of drinking water should be available.
- 10. No intoxicating liquid/beverage, nor illegal drugs will be allowed.
- 11. The GROUP is not to work in inclement weather.
- 12. The GROUP is to remove litter during daylight hours and outside of peak hours. Peak hours are between 6:00 AM and 9:00 AM and between 4:00 PM and 6:00 PM, Monday through Friday.

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- 13. GROUP participants are to avoid overexertion and be alert for snakes.
- 14. GROUP participants are to avoid contact with hazardous substances. If you encounter any suspicious materials, call the Traffic Division at 561-684-4030 to arrange pick-up.
- 15. GROUP Supervisor(s) must carry a cellphone and know the route from the site to the nearest emergency center or hospital.
- 16. GROUP participants shall not wear clothing or headphones that will restrict vision or hearing.
- 17. The GROUP is to call the Traffic Division at 561-684-4030 at least 5 working days **PRIOR** to the litter removal to schedule disposal of the litterbags.
- 18. **REMEMBER**: leave the collected litterbags under any of the GROUP's ADOPTED ROAD SECTION signs, located on each end of the section. Contact the Traffic Division when finished and provide the GROUP's completed sign in sheet

CONDUCTED BY:	
SIGNED:	
GROUP:	
SIGNED:	DATED:



Attachment B PALM BEACH COUNTY ADOPT-A-ROAD PROGRAM **SIGN-IN SHEET**

ne Safety Checklist of the Adopt-A-Road Program.
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meeting with the GROUP's participants before beginning ROUP's participants to ensure that the litter removal is
Signature:
Signature:
<u>-</u>
_

Please email or deliver this form to the Palm Beach County Traffic Division:

ENG-Traffic Division@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division 2300 N Jog Road, 3rd Floor

West Palm Beach, FL 33411