

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	April 18, 2023	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	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 receive and file: fifteen (15) fully executed Adopt-A-Road agreements with various local interested parties (Group).

SUMMARY: In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. These agreements were executed by the County Engineer, in 2022, as reflected in Attachment one. The Adopt-A-Road Program allows Groups to perform litter removal along Palm Beach County (County) maintained road rights-of-way. Each Group is expected to conduct litter removal activities at least four times a year. The County provides recognition signs for each Group at the beginning and end of the Group’s adopted road segment, and picks up the litter bags. Each Group must pay a fee to offset the County’s costs to install the signs and remove the collected litter bags. The fee is waived for non-profit Groups. Countywide (YBH)

Background and Justification: The Board of County Commissioners (BCC) approved the Adopt-A-Road Program on June 15, 2021 (R2021-0852), and delegated authority to the County Administrator or designee to enter into Adopt-A-Road agreements on the BCC’s behalf. The County Administrator designated authority to the County Engineer on July 7, 2021.

Attachments:

- 1. Table of 15 Adopt-A-Road Agreements and Agreements

Recommended By: RA		<u>3/20/2023</u>
YBH/TEL	County Engineer	Date
Approved By:		<u>3/21/23</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

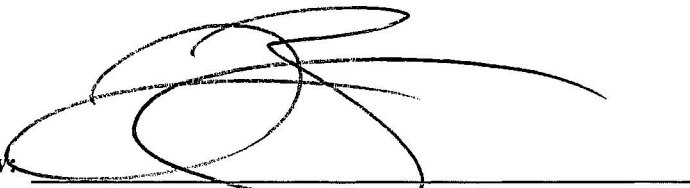
Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

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

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 \$250 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:

ASDell 3/21/23
OFMB AMF 3/21
Contract Dev. and Control
AMF 3/21/23

B. Approved as to Form and Legal Sufficiency:

MB/L 3/27/23
Assistant County Attorney

C. Other Department Review:

Department Director

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

SUMMARY (Continued from page 1):

Group Name	Adopted Road Segment	Executed Date
1. Kelli Martin	Miner Road, from Lawrence Road to North Congress Avenue	7/18/2022
2. Leifer Law Firm, P.A.	Jog Road, from Potomac Road to Yamato Road	8/29/2022
2. Leifer Law Firm, P.A.	Palmetto Park Road, from Keystone Street to State Road 7	8/29/2022
2. Leifer Law Firm, P.A.	Spanish Isles Boulevard, from State Road 7 to Lyons Road	8/29/2022
5. Leifer Law Firm, P.A.	Cain Boulevard from Access Road to Yamato Road	8/29/2022
6. All Star Plumbing and Drain Cleaning, Inc.	Belvedere Road, from Mayacoo Lakes Boulevard to Benoist Farms Road	7/18/2022
7. David T. Aronberg, P.A.	Military Trail, from Lake Ida Road to Pipers Glen Boulevard	8/4/2022
8. David T. Aronberg, P.A.	Military Trail, from Pipers Glen Road to Palm Chase Drive	8/4/2022
9. Kelter Cooling & Heating, LLC	Ponderosa Drive, from Palmetto Park Road to Glades Road	9/27/2022
10. Kelter Cooling & Heating, LLC	Seminole Pratt Whitney Road from Okeechobee Boulevard to East Pleasure Drive	9/27/2022
11. PC Professor Computer Training and Repair, Inc.	Powerline Road from Camino Real to Glades Road	8/10/2022
12. Alpha Cycling, Inc.	50 th Street from Homeland Road to State Road 7	8/29/2022
12. Ballenisle Country Club, Inc.	Central Boulevard from PGA Boulevard to Old Palm Golf Club Maintenance Entrance	9/27/2022
14. Jason M. Jewell, D.C., P.A.	Northlake Boulevard from Hunt Club Drive to Military Trail	7/18/2022
15. Atheists of Broward County, Inc.	Military Trail from Yamato Road to Clint Moore Road	7/18/2022

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND KELLI MARTIN**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 18 day of July, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **KELLI MARTIN** (GROUP) (individually "Party" or collectively "Parties").

W I T N E S S E T H

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 on Miner Road from Lawrence Road to North Congress Avenue (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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.

- l. 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 AGREEMENT 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: **KELLI MARTIN**

619 NW 25th Avenue

Boynton Beach, FL 33426

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.
- 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: KELLI MARTIN

BY: Jamie Mitchell
Jamie Mitchell - Self
(Print Name and Title)

BY: Kelli Martin
Kelli Martin - Self
(Print Name and Title)

EXECUTED by COUNTY this 18 day of July, 20 22.

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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.

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: Shawn LEMMONS, Traffic Division Supervisor
 SIGNED: [Signature] DATED: 10/15/20

GROUP: Kelli Martin
 SIGNED: [Signature] DATED: 10/15/20
 PRINT: Kelli Martin



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

Adopted Road Section:

Number of litterbags collected:

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name:

Signature:

Supervisor 2 (if applicable) Name:

Signature:

GROUP Name:

Date of Litter Removal Activity:

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND LEIFER LAW FIRM, P.A.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 29 day of August, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **LEIFER LAW FIRM, P.A.** (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 on Jog Road from Potomac Road to Yamato Road

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.

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- l. Not allow participants to wear headphones of any type.

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 - 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.
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10. All notices shall be given to the persons named below.

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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: **LEIFER LAW FIRM, P.A.**
Attn: Corey Leifer
7251 W. Palmetto Park Rd., Suite 201
Boca Raton, FL 33433

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.
- 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.

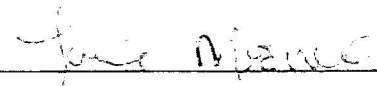
COUNTY:

**APPROVED AS TO TERMS
AND CONDITIONS**


By: 
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

BY: 
Jamie Mitchell - Self
(Print Name and Title)

GROUP: LEIFER LAW FIRM, P.A.

BY: 
Coren Leifer, President
(Print Name and Title)

EXECUTED by COUNTY this 29 day of August, 2022.

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

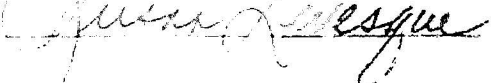
By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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.

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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED:  DATED: 8/14/22

GROUP: Leifer Law Firm, P.A.

SIGNED:  DATED: 8/14/22

PRINT: Corey Leifer



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND LEIFER LAW FIRM, P.A.**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 29 day of August, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and LEIFER LAW FIRM, P.A. _____ (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 on Palmetto Park Road _____ from Keystone Street _____ to State Road 7 _____

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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: LEIFER LAW FIRM, P.A.

Attn: Corey Leifer

7251 W. Palmetto Park Rd., Suite 201

Boca Raton, FL 33433

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.
- 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@PBCSOV.GOV 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: LEIFER LAW FIRM, P.A.

BY: Kimie Mitchell
Kimie Mitchell - SELF
(Print Name and Title)

BY: Core Leifer
Core Leifer & President
(Print Name and Title)

EXECUTED by COUNTY this 29 day of August, 2022

(COUNTY Seal)

ATTEST.

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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.

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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED: *Susan Levesque* DATED: 8/11/22

GROUP: Leifer Law Firm, P.A.

SIGNED: *[Signature]* DATED: 8/11/22

PRINT: Corey Leifer



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

Please email or deliver this form to the Palm Beach County Traffic Division:
Email: ENG-TrafficDivision@pbcgov.org
Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND LEIFER LAW FIRM, P.A.**

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W I T N E S S E T H

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 on Spanish Isles Boulevard from State Road 7 to Lyons Road

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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: **LEIFER LAW FIRM, P.A.**

 Attn: Corey Lelfer

 7251 W. Palmetto Park Rd., Suite 201

 Boca Raton, FL 33433

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.
- 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: Motsem Al-Turk
Motsem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

BY: Jamie Muench
Jamie Muench - Self
(Print Name and Title)

GROUP: LEIFER LAW FIRM, P.A.

BY: Corey Leifer
Corey Leifer, President
(Print Name and Title)

EXECUTED by COUNTY this 29 day of August, 20 22.

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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.

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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED: *Susan Levesque* DATED: 8/11/02

GROUP: Leifer Law Firm, P.A.

SIGNED: *[Signature]* DATED: 8/11/02

PRINT: Core Leifer



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

Adopted Road Section:

Number of litterbags collected:

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____ **Signature:** _____

Supervisor 2 (if applicable) Name: _____ **Signature:** _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org
Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND LEIFER LAW FIRM, P.A.**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 29 day of August, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and LEIFER LAW FIRM, P.A. _____ (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 on Cain Boulevard from Park Access Road to Yamato Road (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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.

- l. 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 AGREEMENT 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: LEIFER LAW FIRM, P.A.

Attn: Corey Leifer

7251 W. Palmetto Park Rd., Suite 201

Boca Raton, FL 33433

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.
- 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@PBC-FLA.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

GROUP:

ATTEST:

BY: 
Jamie Muehlen - 3015
(Print Name and Title)

GROUP: LEIFER LAW FIRM, P.A.

BY: 
Corey Leiter - President
(Print Name and Title)


EXECUTED by COUNTY this 29 day of August, 20 22.

(COUNTY Seal)

ATTEST:

By: 
Witness

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: 
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

Attachment A
ADOPT A ROAD PROGRAM
SAFETY CHECKLIST

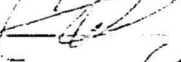
1. A safety briefing with the Adopt a Road Program group (GROUP) participants is required prior to each litter removal activity. In the safety briefing, this Safety Checklist is to be reviewed.
2. Participants should wear light colored clothing, heavy gloves, hat, and long sleeves. Wearing of sunglasses 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.

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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED:  DATED: 8/11/22

GROUP: Leifer Law Firm, P.A.

SIGNED:  DATED: 8/11/22

PRINT: Corey Leifer



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org
Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND ALL STAR PLUMBING AND DRAIN CLEANING, INC.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 27 day of September, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and ALL STAR PLUMBING AND DRAIN CLEANING, INC. (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 on Belvedere Road from Mayacoo Lakes Boulevard to Benoist Farms Road

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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: **ALL STAR PLUMBING AND DRAIN CLEANING, INC.**
Attn: Roy E. Bush
4585 North Haverhill Road
West Palm Beach, FL 33417

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.
- 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: ALL STAR PLUMBING AND DRAIN
CLEANING, INC.

BY: Madelaine Bush
Madelaine Bush Secretary
(Print Name and Title)

BY: Roy E Bush
Roy E Bush owner
(Print Name and Title)

EXECUTED by COUNTY this 27 day of September, 20 22

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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.

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: Susan Levesque, Technical Assistant III-Traffic Division

SIGNED: Susan Levesque **DATED:** 9/1/22

GROUP: All Star Plumbing and Drain Cleaning, Inc.

SIGNED: Rox E Besh **DATED:** 9/1/22
PRINT: Rox E Besh



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____ **Signature:** _____

Supervisor 2 (if applicable) Name: _____ **Signature:** _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbegov.org
Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND DAVID T. ARONBERG, P.A.**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 4th day of August, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and DAVID T. ARONBERG, P.A. (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 on Military Trail from Lake Ida Road to Pipers Glen Boulevard

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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: **DAVID T. ARONBERG, P.A.**

 2160 West Atlantic Avenue

 Delray Beach, FL 33445

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.
- 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.
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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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: DAVID T. ARONBERG, P.A.

BY: Elisa Arambergo
ELISA ARAMBERGO, SELF
(Print Name and Title)

BY: David Aronberg
David Aronberg, Owner
(Print Name and Title)

EXECUTED by COUNTY this 14th day of August, 20 22

(COUNTY Seal)

ATTEST

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: David L. Ricks
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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

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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED: Susan Levesque DATED: 7/7/00

GROUP: David T. Aronberg, P.A.

SIGNED: David T. Aronberg DATED: 7/7/00

PRINT: David Aronberg



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____ **Signature:** _____

Supervisor 2 (if applicable) Name: _____ **Signature:** _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND DAVID T. ARONBERG, P.A.**

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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 on Military Trail from Pipers Glen Road to Palm Chase Drive

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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: **DAVID T. ARONBERG, P.A.**

 2160 West Atlantic Avenue

 Delray Beach, FL 33445

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.
- 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: Motaseem Al-Turk
Motaseem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: DAVID T. ARONBERG, P.A.

BY: ELIS ARONBERG SELF
(Print Name and Title)

BY: David Aronberg
(Print Name and Title)

EXECUTED by COUNTY this 14th day of August, 2022

(COUNTY Seal)

ATTEST

By: [Signature]
Witness

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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.

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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED: [Signature] DATED: 6/5/22

GROUP: David T. Anonberg, P.A.

SIGNED: [Signature] DATED: 6-7-22

PRINT: David Anonberg



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND KELTER COOLING & HEATING, LLC**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 27 day of September, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and KELTER COOLING & HEATING, LLC (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 on Ponderosa Drive from Palmetto Park Road to Glades Road (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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.

- l. 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 AGREEMENT 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: **KELTER COOLING & HEATING, LLC**

Attn: Renee Kelter

16887 W. Downers Dr.

Loxahatchee, FL 33470

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.
- 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: KELTER COOLING & HEATING, LLC

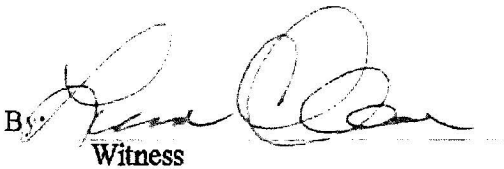
BY: Yusef Al-Turk
Yusef Al-Turk - Seal
(Print Name and Title)

BY: Lonnie Ketter
Lonnie Ketter - Seal
(Print Name and Title)

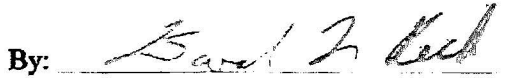
EXECUTED by COUNTY this 27 day of September, 20 22.

(COUNTY Seal)

ATTEST:

By: 
Witness

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: 
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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

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: Susan Levesque, Technical Assistant III-Traffic Division

SIGNED: Susan Levesque DATED: 9/1/22

GROUP: Kelter Cooling & Heating, LLC

SIGNED: Renee Kelter DATED: 9/1/2022
PRINT: Renee Kelter



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND KELTER COOLING & HEATING, LLC**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 27 day of September, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **KELTER COOLING & HEATING, LLC** (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 on Seminole Pratt Whitney Road from Okeechobee Boulevard to East Pleasure Drive (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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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: **KELTER COOLING & HEATING, LLC**
 Attn: Renee Kelter
 16887 W. Downers Dr.
 Loxahatchee, FL 33470

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.
- 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: KELTER COOLING & HEATING, LLC

BY: John Mayhew
John Mayhew - SVP
(Print Name and Title)

BY: Rebel Kelter
Rebel Kelter, Owner
(Print Name and Title)

EXECUTED by COUNTY this 27 day of September, 2022.

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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

- 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: Susan Levesque, Technical Assistant III-Traffic Division

SIGNED: [Signature] DATED: 9/1/22

GROUP: Kelter Cooling & Heating, LLC

SIGNED: [Signature] DATED: 9/1/2022
PRINT: [Signature]



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____ **Signature:** _____

Supervisor 2 (if applicable) Name: _____ **Signature:** _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND PC PROFESSOR COMPUTER TRAINING AND REPAIR, INC.**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 10 day of August, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **PC PROFESSOR COMPUTER TRAINING AND REPAIR, INC.** (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 on Powerline Road from Camino Real to Glades Road (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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.

- l. 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 AGREEMENT 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: **PC PROFESSOR COMPUTER TRAINING AND REPAIR, INC.**

 Attn: Howard Fellman

 6000 Okeechobee Blvd., Suite 200

 West Palm Beach, FL 33417

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.
- 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@PBCSOFLOR.GOV 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

BY: Jamie Mitchell
Jamie Mitchell - Self
(Print Name and Title)


**GROUP: PC PROFESSOR COMPUTER TRAINING AND
REPAIR, INC.**

BY: Harman S. Hooten
(Print Name and Title)


EXECUTED by COUNTY this 10 day of August, 2022.

(COUNTY Seal)

ATTEST:

By: 
Witness

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: 
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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.

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: Susan Levesque, TAFE-Traffic
 SIGNED: Susan Levesque DATED: 6/14/22

GROUP: PC Perfecta Coastal Training & Rec.
 SIGNED: A. J. C. DATED: 6/14/22
 PRINT: Alana J. C.



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND ALPHA CYCLING, INC.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 20 day of July, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **ALPHA CYCLING, INC.** (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 on 50th Street from Homeland Road to State Road 7

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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 **ALPHA CYCLING, INC.**

Attn: **Jeanine Seeger**

3839 Boca Raton Blvd., Suite 100

Boca Raton, FL 33431

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.
- 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](mailto: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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: ALPHA CYCLING, INC.

BY: Ken Blatte
Ken Blatte, SELF
(Print Name and Title)

BY: Jeanine Seeger
Jeanine Seeger, President
(Print Name and Title)

EXECUTED by COUNTY this 20 day of July, 20 22.

(COUNTY Seal)

ATTEST

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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

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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED: *[Signature]* DATED: 7/19/20

GROUP: Alpha Cycling, Inc.

SIGNED: *[Signature]* DATED: 7/19/20
 PRINT: BO BARTZ



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND BALLENISLES COUNTRY CLUB, INC.**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 18 day of July, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **BALLENISLES COUNTRY CLUB, INC.** (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 on Central Boulevard from PGA Boulevard to Old Palm Golf Club Maintenance Entrance (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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.

- l. 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 AGREEMENT 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: **BALLENISLES COUNTRY CLUB, INC.**

 Attn: David Frank

 100 Ballen Isles Circle

 Palm Beach Gardens, FL 33418

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.
- 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 ALJ@PBCSOS.COM 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: **BALLENISLES COUNTRY CLUB, INC.**

BY: Kristi V. Friedman
Kristi Friedman, Self
(Print Name and Title)


BY: Ed. Kralick
Ed. Kralick, Secretary
(Print Name and Title)


EXECUTED by COUNTY this 18 day of July, 2022.

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: 
Witness

By: 
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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

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: Susan Levesque, Technical Assistant III - Traffic

SIGNED: *Susan Levesque* DATED: 6/14/22

GROUP: BallenIsles Country Club, Inc.

SIGNED: *Becky Collins* DATED: 6/14/22
 PRINT: Becky Collins



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name: _____

Signature: _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND JASON M. JEWELL, D.C., P.A.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 18 day of July, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **JASON M. JEWELL, D.C., P.A.** _____(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 on Northlake Boulevard from Hunt Club Drive to Military Trail (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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.
- l. 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 AGREEMENT 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: **JASON M. JEWELL, D.C., P.A.**

4223 Northlake Blvd.

Palm Beach Gardens, FL 33410

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.
- 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@palmbeachcounty.com 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: Motaseem Al-Turk
Motaseem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: JASON M. JEWELL, D.C., P.A.

BY: James M. Jewell
James M. Jewell - S&S
(Print Name and Title)

BY: Jason M. Jewell
Jason M. Jewell - S&S
(Print Name and Title)

EXECUTED by COUNTY this 18 day of July, 20 22.

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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 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.

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: Jamie Mitchell

SIGNED: [Signature] DATED: 10/22/12

GROUP: Jason M. Jewell, D.C., P.A.

SIGNED: [Signature] DATED: 10/22/12

PRINT: [Signature]



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

Adopted Road Section: _____

Number of litterbags collected: _____

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____ **Signature:** _____

Supervisor 2 (if applicable) Name: _____ **Signature:** _____

GROUP Name: _____

Date of Litter Removal Activity: _____

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

Email: ENG-TrafficDivision@pbcgov.org
Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

**ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH
COUNTY AND ATHEISTS OF BROWARD COUNTY, INC.**

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 17 day of May, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and ATHEISTS OF BROWARD COUNTY, INC. (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 on Military Trail from Yamato Road to Clint Moore Road

(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 \$250 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 any improvement work by or on behalf of the COUNTY, such as with COUNTY's mowing schedules and to schedule the pick-up of litterbags.
- g. Subject to the requirements herein, 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.
- j. Contact the COUNTY Traffic Division, by email at ENG-TrafficDivision@pbcgov.org, or by calling 561-684-4030 to arrange for the pick-up 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.

- l. 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 AGREEMENT 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: **ATHEISTS OF BROWARD COUNTY, INC.**
 Attn: James Scott
 5386 Lake Blvd.
 Delray Beach, FL 33484

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.
- 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 RECORDS.REQUEST@PALMBEACHFL.GOV 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
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: ATHEISTS OF BROWARD COUNTY, INC.

BY: Chauva L. Scott
Chauva L. Scott Secretary
(Print Name and Title)

BY: James Scott
James Scott Vice Chairman
(Print Name and Title)

EXECUTED by COUNTY this 17 day of May, 20 22

(COUNTY Seal)

ATTEST:

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: [Signature]
Witness

By: [Signature]
David L. Ricks, P.E.
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Yelizaveta B. Herman
Assistant County Attorney

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).
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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 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.
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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: Susan Levesque, Technical Assistant III - Traffic Division

SIGNED: [Signature] DATED: 5/21/02

GROUP: Atheists of Broward County, Inc.

SIGNED: [Signature] DATED: 5/21/02

PRINT: James Scott



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

Adopted Road Section:

Number of litterbags collected:

Your signature acknowledges you have reviewed the Safety Checklist of the Adopt-A-Road Program.

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

I acknowledge that I have performed the required safety meeting with the GROUP's participants before beginning any litter removal activities and will supervise the GROUP's participants to ensure that the litter removal is conducted in a safe and responsible manner.

Supervisor 1 Name: _____

Signature: _____

Supervisor 2 (if applicable) Name:

Signature: _____

GROUP Name:

Date of Litter Removal Activity:

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

Email: ENG-TrafficDivision@pbcgov.org

Address: Department of Engineering & Public Works, Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411