

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

Meeting Date: September 12, 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


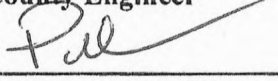
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: thirteen fully executed Adopt-A-Road Agreements with various 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 and 2023, as reflected in Attachment one. The Adopt-A-Road Program allow a Group 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 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 a non-profit Group. 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 13 Adopt-A-Road Agreements and the Agreements

<i>MEL</i> Recommended By: <i>ma</i> YBH/TEL	<i>John</i>  County Engineer	8/7/2023 Date
Approved By: _____	 Assistant County Administrator	8/22/23 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Table with columns for Fiscal Years (2023-2027) and rows for Capital Expenditures, Operating Costs, External Revenues, Program Income (County), In-Kind Match (County), NET FISCAL IMPACT, # ADDITIONAL FTE POSITIONS (Cumulative).

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

Budget Account No:
Fund 1201 Dept 360 Unit 2290 Object 6600

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transport Trust
Adopt A Highway

**Fiscal impact for the County's cost is offset by the agreement fee paid by the group for the Adpot-A-Road Program. 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. Future maintenance expenses are subject to annual budget approval.

C. Departmental Fiscal Review: [Signature: Darryl Rambo]

III. REVIEW COMMENTS

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

[Signature] OFMB MD 8/16

[Signature] Contract Dev. and Control 8/21/23

B. Approved as to Form and Legal Sufficiency:

[Signature] 8/22/23
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

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

SUMMARY (Continued from Page 1):

Group Name	Adopted Road Segment	Date
1. Christopher Diodato	Donald Ross Road from Alternate A1A to Prosperity Farms Road	April 26, 2023
2. David T. Aronberg, P.A.	Linton Boulevard from Jog Road to Sims Road	May 23, 2023
3. David T. Aronberg, P.A.	Seacrest Boulevard from Woolbright Road to Boynton Beach Boulevard	May 23, 2023
4. Jenoptik Optical Systems, LLC	Innovation Drive from Pratt & Whitney's Security Gate to 1,800 feet east of Endeavor Drive	April 17, 2023
5. Stacy Rivera	10 th Avenue North from Sherwood Forest Boulevard to Haverhill Road	April 26, 2023
6. Trusted Home Care Services, Inc.	Seacrest Boulevard from Gulfstream Boulevard to SW 23 rd Avenue	April 26, 2023
7. Douglas I. Leifert, P.A.	Military Trail from Atlantic Avenue to Lake Ida Road	November 21, 2022
8. Aerojet Rocketdyne of DE, Inc.	Pratt Whitney Road from Indiantown Road to Martin County Line	March 6, 2023
9. Haitian Bethel Baptist Church, Inc.	High Ridge Road from Miner Road to Hypoluxo Road	April 5, 2023
10. Loxahatchee Groves Landowners Association	Okeechobee Boulevard from 162 nd Drive North to D Road	December 20, 2022
11. Loxahatchee Groves Landowners Association	Okeechobee Boulevard from D Road to F Road	December 20, 2022
12. Echo Fine Properties, LLC	Central Boulevard from Hood Road to Donald Ross Road	October 5, 2022
13. Echo Fine Properties, LLC	Donald Ross Road from Heights Boulevard/Pasteur Boulevard to Military Trail	October 5, 2022

ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND CHRISTOPHER DIODATO

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 26 day of April, 2023 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and CHRISTOPHER DIODATO (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 Donald Ross Road from Alternate A1A to Prosperity 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: **CHRISTOPHER DIODATO**

 11218 Curry Drive

 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.

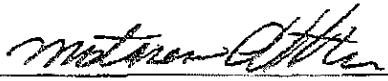
IF THE GROUP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GROUP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM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

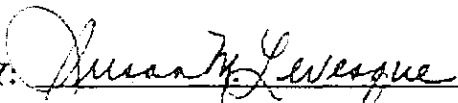
**APPROVED AS TO TERMS
AND CONDITIONS**

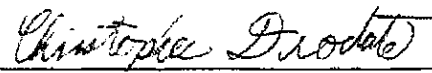
By: 
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: CHRISTOPHER DIODATO

BY: 
SUSAN M LEVESQUE, SELF
(Print Name and Title)


BY: 
Christopher Diodato, self
(Print Name and Title)

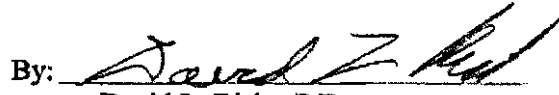
EXECUTED by COUNTY this 26 day of April, 20 23.

(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 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 Levesgue, Traffic Division

SIGNED: Susan Levesgue DATED: 3/9/23

GROUP: Christopher Diodato

SIGNED: Christopher Diodato DATED: 3/9/23

PRINT: Christopher Diodato



**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.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 23 day of May, 2023 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 Linton Boulevard from Jog Road to Sims 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.T he above recitations are true and correct and incorporated herein.

2.T HE GROUP SHALL:

- a.P ay the AGREEMENT fee, in the amount of \$265 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.P erform 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.N ot 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:

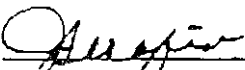
APPROVED AS TO TERMS
AND CONDITIONS

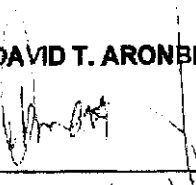
By: 
Mutasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: DAVID T. ARONBERG, P.A.

BY: 
J. SERAFIN OFFICE MGR.
(Print Name and Title)


BY: 
David Aronberg, P.A.
(Print Name and Title)

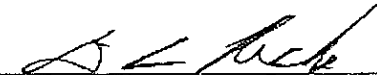
EXECUTED by COUNTY this 23 day of May, 2023.

(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 - TRAFFIC DIV.

SIGNED: Susan Levesque DATED: 4/28/23

GROUP: David T. Aronberg, P.A.

SIGNED: [Signature] DATED: 4/28/23

PRINT: David T. 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.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 23 day of May, 2023 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 Seacrest Boulevard from Woolbright Road to Boynton Beach 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 \$265 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:

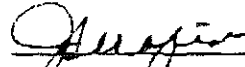
**APPROVED AS TO TERMS
AND CONDITIONS**

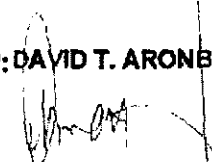
By: 
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: DAVID T. ARONBERG, P.A.


BY: 
J. SERACINI OFFICE MGR.
(Print Name and Title)

BY: 
David Aronberg Assoc
(Print Name and Title)


EXECUTED by COUNTY this 23 day of May, 2023

(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 - TRAFFIC DIV.

SIGNED: Susan Levesque DATED: 4/28/23

GROUP: David T. Aronberg, P.A.

SIGNED: David T. Aronberg DATED: 4/28/23

PRINT: David T. 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 JENOPTIK OPTICAL SYSTEMS, LLC

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 17 day of April, 2023 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and JENOPTIK OPTICAL SYSTEMS, 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 Innovation Drive from Pratt & Whitney's Security Gate to 1,800 feet east of Endeavor Drive, which segment is shown on the map attached as Exhibit 1, (ADOPTED ROAD SECTION) a COUNTY maintained road in Palm Beach County, Florida; an

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: JENOPTIK OPTICAL SYSTEMS, LLC
Attn: Jay Kumler
16490 Innovation Drive
Jupiter, FL 33478

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: JENOPTIK OPTICAL SYSTEMS, LLC

ATTEST:

GROUP: JENOPTIK OPTICAL SYSTEMS, LLC


BY: _____
Motsem Al-Turk
(Print Name and Title)

BY: Jay K. Voller
JAY K. VOLLER, PRESIDENT
(Print Name and Title)

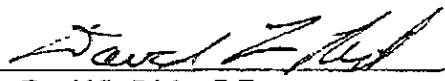
EXECUTED by COUNTY this 17 day of April, 2023.

(COUNTY Seal)

ATTEST:

By: 
Witness

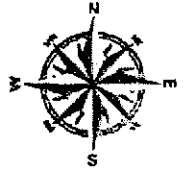
Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

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

Exhibit 1



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: *Pusan Levesque*
 SIGNED: *Pusan Levesque* DATED: *3/8/23*

GROUP: *4000th Avenue to 4000th Ave*
 SIGNED: *JJm* DATED: *3/8/23*
 PRINT: *JJm*



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 STACY RIVERA

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 26 day of April, 2023 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and STACY RIVERA (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 10th Avenue North from Sherwood Forest Boulevard to Haverhill 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: **STACY RIVERA** _____
 1185 Mulberry Place _____
 Wellington, FL 33414 _____

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

GROUP:

ATTEST:

GROUP: STACY RIVERA

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

BY: Stacy Rivera
Stacy Rivera SELF
(Print Name and Title)

EXECUTED by COUNTY this 26 day of April, 2023.

(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 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, Traffic

SIGNED: Susan Levesque DATED: 3/10/23

GROUP: Stacy Rivera

SIGNED: Stacy Rivera DATED: 3-10-2023

PRINT: Stacy Rivera



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@pbcbgov.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 TRUSTED HOME CARE SERVICES, INC.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 26 day of April, 2023 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and TRUSTED HOME CARE SERVICES, 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 Seacrest Boulevard from Gulfstream Boulevard to SW 23rd 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: **TRUSTED HOME CARE SERVICES, INC.**
Attn: Lex Parapar
1200 S. Rogers Circle, #4
Boca Raton, FL 33487

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

GROUP:

ATTEST:

GROUP: TRUSTED HOME CARE SERVICES, INC.

BY: [Signature]
Lex Parapar Director
(Print Name and Title)

BY: [Signature]
Stephen Wilder CEO
(Print Name and Title)


EXECUTED by COUNTY this 26 day of April, 20 23

(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 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, Traffic Division

SIGNED: Susan Levesque DATED: 3/8/23

GROUP: Trusted Home Care Services, Inc.

SIGNED: ~~Stephan Wolke~~ DATED: 3/8/23

PRINT: Stephan Wolke



**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 DOUGLAS I. LEIFERT, P.A.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 21 day of November, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and DOUGLAS I. LEIFERT, 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 Atlantic Avenue to Lake Ida 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.



12/21/22

- 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: DOUGLAS I. LEIFERT, P.A.
2160 West Atlantic Ave., 2nd Floor
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: Motarem Al-Turk
Motarem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: DOUGLAS M. LEIFERT, P.A.

BY: Kathleen Coyne
KATHLEEN COYNE
(Print Name and Title)
ADMIN ASSISTANT

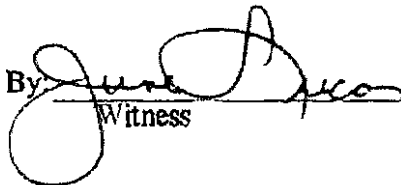
BY: Douglas F. Leifert
(Print Name and Title)
President PRESIDENT

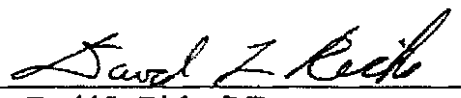
EXECUTED by COUNTY this 21st day of November, 2022.

(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 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 Asst III - Traffic Division

SIGNED: *Susan Levesque* DATED: 9/16/22

GROUP: Douglas I. Leifer, P.A.

SIGNED: *[Signature]* DATED: 9/16/22

PRINT: *Douglas I. 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 AEROJET ROCKETDYNE OF DE, INC.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 6 day of March, 2023 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and AEROJET ROCKETDYNE OF DE, 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 Pratt Whitney Road from Indiantown Road to Martin County Line

(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: **AEROJET ROCKETDYNE OF DE, INC.**
Attn: James Maser
P.O. Box 109680
West Palm Beach, 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@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:

GROUP: AEROJET ROCKETDYNE OF DE, INC.

BY: Leslie Rose
Leslie Rose Administrative
Assistant
(Print Name and Title)


BY: James Hagan
James Hagan SVP SPACE BU
(Print Name and Title)

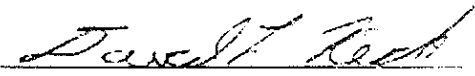
EXECUTED by COUNTY this 6 day of March, 2023.

(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 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: 1-31-2023

GROUP: Aerojet Rocketdyne of DE, Inc.

SIGNED:  DATED: 31 Jan 2023

PRINT: James G. Masco



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 HAITIAN BETHEL BAPTIST CHURCH, INC.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 5 day of April, 2023 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and HAITIAN BETHEL BAPTIST CHURCH, 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 High Ridge Road from Miner Road to Hypoluxo 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: HAITIAN BETHEL BAPTIST CHURCH, INC.
Attn: Jean B. Joint, Reverend
7501 High Ridge Road
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.

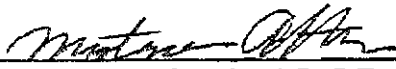
IF THE GROUP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GROUP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM 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:

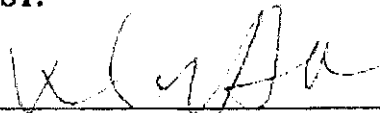
**APPROVED AS TO TERMS
AND CONDITIONS**

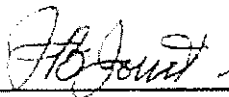
By: 
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: HAITIAN BETHEL BAPTIST CHURCH, INC.


BY: 
Wendy Auguste, self
(Print Name and Title)

BY: 
JEAN B. JOINT Pastor
(Print Name and Title)

EXECUTED by COUNTY this 5 day of April, 2023

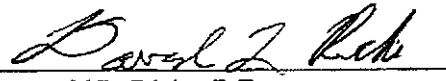
(COUNTY Seal)

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: *Susan Levesque* DATED: 3-2-23

GROUP: Haitian Bethel Baptist Church, Inc.

SIGNED: *Jern B. Joint* DATED: 3-2-2023

PRINT: JERN B. JOINT



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 LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 20 day of December, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, and LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION (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 Okeechobee Boulevard from 162nd Drive North to D 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.
 - i. Not allow participants to wear headphones of any type.

3. THE COUNTY SHALL:

- a. Provide Adopt-A-Road signage near the beginning and end of the ADOPTED ROAD SECTION for the period that this agreement is in effect. The GROUP's logo, trademark, or web site address will not be placed on the Adopt-A-Road signs.
 - b. Conduct a mandatory safety orientation and provide safety vests, litterbags, and gloves for use by the GROUP during their litter removal activities.
 - c. Coordinate with the GROUP for the removal of filled litterbags from the ADOPTED ROAD SECTION (when bags are placed by the GROUP under the Adopt-A-Road Signs), and remove certain litter under unusual circumstances (i.e., large, heavy, or hazardous items) from the ADOPTED ROAD SECTION.
4. COUNTY's Traffic Division shall screen and select the sections of the road system to be adopted, and upon written notice to the GROUP, the COUNTY's Traffic Division may reassign the GROUP to a different section of road for their participation.
 5. The GROUP shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character including attorney's fees and costs, whether at trial or appellate levels or otherwise arising during and as a result of the GROUP's performance of the terms of this AGREEMENT or due to the acts or omissions of the GROUP. This paragraph shall survive the expiration or termination of this AGREEMENT.

6. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County R-2017-1770, as may be amended.
7. This AGREEMENT shall become effective upon execution by the COUNTY and remain in effect for a two (2) year period after the execution date by COUNTY. COUNTY or GROUP may terminate this agreement for any reason upon 30 days written notice.
8. The GROUP shall not assign, convey nor transfer any interest in this 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: **LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION**
Attn: Marge Herzog
966 A Road
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: Motsem Al-Turk
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION

BY: Susan Levesque
SUSAN LEVESQUE, SELF
(Print Name and Title)

BY: Margaret Herzog
Margaret Herzog
(Print Name and Title) *President*

EXECUTED by COUNTY this 20 day of December, 2022.

(COUNTY Seal)

ATTEST:

Palm Beach County, Florida
by its County Engineer

By: Jane Lucas
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 Assisant III - Traffic Division

SIGNED: *Susan Levesque* DATED: 11-16-22

GROUP: Loxahatchee Groves Landowners Association

SIGNED: *Margaret Herzig* DATED: 11-16-22
 PRINT: Margaret Herzig



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 LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 20 day of December, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, and LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION (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 Okeechobee Boulevard from D Road to F Road

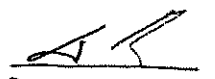
(ADOPTED ROAD SECTION) a COUNTY maintained road in Palm Beach County, Florida; and


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.

Page 1 of 8


David L. Ricks, PE
Initials


Margaret Herzog
Initials

- 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: **LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION**
Attn: Marge Herzog
966 A Road
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: *Motsem Al-Turk*
Motsem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: LOXAHATCHEE GROVES LANDOWNERS ASSOCIATION

BY: *Susan Levesque*
SUSAN LEVESQUE, SELF
(Print Name and Title)

BY: *Margaret Herzog*
Margaret Herzog
(Print Name and Title) *Resid.*

EXECUTED by COUNTY this 20 day of December, 2022

(COUNTY Seal)

ATTEST:

Palm Beach County, Florida
by its County Engineer

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 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 Assisant III - Traffic Division

SIGNED: *Susan Levesque* DATED: 11-16-22

GROUP: Loxahatchee Groves Landowners Association

SIGNED: *Margaret Herzig* DATED: 11-16-22
PRINT: Margaret Herzig



**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 ECHO FINE PROPERTIES, LLC

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 5 day of October, 2022 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and ECHO FINE PROPERTIES, 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 Central Boulevard from Hood Road to Donald Ross 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: **ECHO FINE PROPERTIES, LLC**
Attn: Jeff Lichtenstein
7100 Fairway Drive
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.

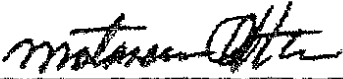
IF THE GROUP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GROUP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM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

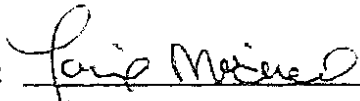
**APPROVED AS TO TERMS
AND CONDITIONS**

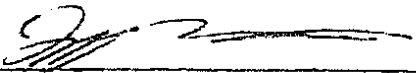
By: 
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: ECHO FINE PROPERTIES, LLC

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

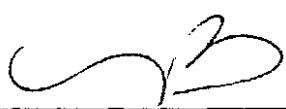
BY: 
Jeff Lichtenstein, President
(Print Name and Title)


EXECUTED by COUNTY this 5th day of October, 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 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-Technical Aide Traffic Division

SIGNED: *Jamie Mitchell* **DATED:** 9/8/22

GROUP: Echo Fine Properties, LLC

SIGNED: *[Signature]* **DATED:** 9-8-22

PRINT: Jean Lichtenthal



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 ECHO FINE PROPERTIES, LLC

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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 Donald Ross Road from Heights Boulevard/Pasleur Boulevard 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.
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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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 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.

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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: **ECHO FINE PROPERTIES, LLC**
Attn: Jeff Lichtenstein
7100 Fairway Drive
Palm Beach Gardens, FL 33418

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requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The GROUP is specifically required to:

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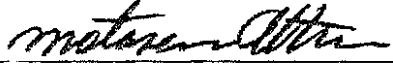
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COUNTY:

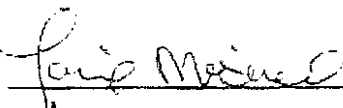
APPROVED AS TO TERMS AND CONDITIONS

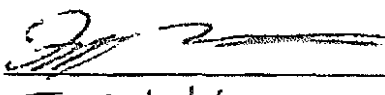
By: 
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: ECHO FINE PROPERTIES, LLC

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


BY: 
Jeff Lichtenhan, President
(Print Name and Title)

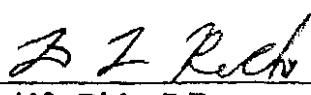
EXECUTED by COUNTY this 5th day of October, 20 22

(COUNTY Seal)

ATTEST:

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

By: 
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.
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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-Technical Aide Traffic Division

SIGNED: *Jamie Mitchell* DATED: 9/8/22

GROUP: Echo Fine Properties, LLC

SIGNED: *[Signature]* DATED: 9-8-22

PRINT: Jeff Ingham



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