

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

Meeting Date:	January 23, 2024	<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: a fully executed Adopt-A-Road Agreement with Royal Palm Beach Rotary Club, Inc. (Group) for litter removal on Okeechobee Boulevard from Ponce De Leon Street to State Road 7 (SR7).

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. This agreement was executed by the County Engineer on October 19, 2023, per Resolution R2021-0852. The Adopt-A-Road Program allows the Group to perform litter removal along the Palm Beach County (County) maintained road rights-of-way. The Group is expected to conduct litter removal activities at least four times a year. The County provides recognition signs for the Group at the beginning and end of its adopted road segment and picks up the litter bags. The Group must pay a fee to offset the County’s costs to install the signs and remove the collected litter bags. The fee is waived for non-profit groups. District 6 (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 behalf of the BCC. The County Administrator designated authority to the County Engineer on July 7, 2021.

Attachments:

- 1. Adopt-A-Road Agreement with Attachments A and B

<i>MR</i>		
Recommended By:	<i>mad</i>	<i>David Z Reid</i>
<small>YBH/TEL</small>		<i>12/17/2023</i>
	County Engineer	Date
Approved By:	<i>Fue</i>	<i>12/28/23</i>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$ 265	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$265)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No
 Is this item using Federal Funds? Yes No
 Is this item using State Funds? Yes No

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: *Danny Ramlasingh*

III. REVIEW COMMENTS

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

John Muste 12/14/2023
 OFMB JA 12/14
 MD 12/14

Ar. J. J. J. J. 12/21/23
 Contract Dev. and Control
 MD 12/21/23

B. Approved as to Form and Legal Sufficiency:

[Signature] 12/29/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

ADOPT-A-ROAD PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND ROYAL PALM BEACH ROTARY CLUB, INC.

THIS ADOPT-A-ROAD AGREEMENT (AGREEMENT), made and entered into this 19 day of October, 2023 between Palm Beach County (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and **ROYAL PALM BEACH ROTARY CLUB, INC.** (GROUP) (individually "Party" or collectively "Parties").

WITNESSETH

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

WHEREAS, the GROUP is desirous of removing litter on Okeechobee Boulevard from Ponce De Leon Street to State Road 7 (SR7)

(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: **ROYAL PALM BEACH ROTARY CLUB, INC.**

 Attn: Jeff Hmara

 1127 Royal Palm Beach Blvd., #442

 Royal Palm Beach, FL 33411

11. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the GROUP: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, the GROUP shall comply with the

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

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

Failure of the GROUP to comply with the requirements of this article shall be a material breach of this AGREEMENT. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The GROUP acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.


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

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

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

COUNTY:

**APPROVED AS TO TERMS
AND CONDITIONS**

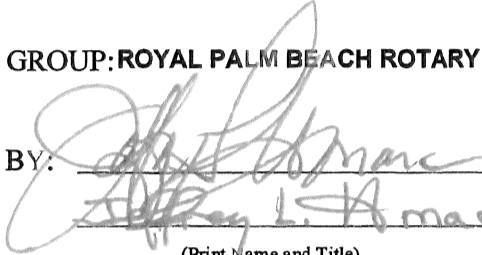
By: 
Motasem Al-Turk, Ph.D, P.E.
Traffic Division Director

GROUP:

ATTEST:

GROUP: ROYAL PALM BEACH ROTARY CLUB, INC.

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


BY: 
Jeffrey L. Amara VP
(Print Name and Title)


EXECUTED by COUNTY this 19 day of October, 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

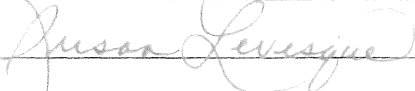
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

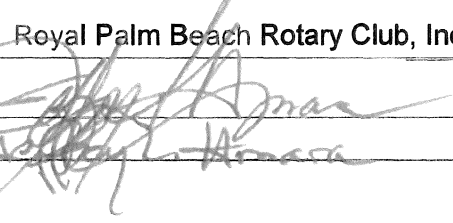
By: /s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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, Technical Assistant III
SIGNED:  **DATED:** 9/12/23

GROUP: Royal Palm Beach Rotary Club, Inc.
SIGNED:  **DATED:** 9.12.2023
PRINT: Jeffrey L. Amara



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