



CITY OF MIAMI
PUBLIC WORKS DEPARTMENT

ADOPT-A-TRAFFIC CIRCLE/STREET PROGRAM

LITTER REMOVAL AND LANDSCAPING MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Miami, hereinafter referred to as "City" through its Public Works Department, hereinafter referred to as the "Department" and _____, hereinafter referred to as the "Group."

WITNESSETH

WHEREAS the traffic circle/street located at _____, is part of the City's roadway system in Miami-Dade County, Florida; and

WHEREAS, the Department has responsibility for operation and maintenance of the Traffic Circles and Streets located within the City's roadway system; and

WHEREAS, the Department is authorized to contract with the private sector for the performance of its duties; and

WHEREAS, the City Commission, on _____, 2011, adopted Resolution No. R-_____, establishing the "Adopt-a-Traffic Circle/Street" Program permitting local organizations, private corporations and volunteer groups to beautify the City's Traffic Circles and Streets through litter-removal activities and landscaping efforts; and

WHEREAS, the Group wishes to adopt the Traffic Circle/Street located at _____ in order to assist with said litter-removal and landscaping.

NOW, THEREFORE, the parties agree as follows:

I.

A. THE GROUP SHALL:

1. Remove litter and perform landscape maintenance at least twelve (12) times a year in the adopted Traffic Circle/Street stated above.

2. Perform litter removal and landscape maintenance in strict accordance with the guidelines of the Department's Adopt a Traffic Circle/Street Program.
3. Conduct and attend safety meetings and pre-task briefings prior to litter removal and landscape maintenance.
4. Remove litter and perform landscape maintenance during daylight hours only.
5. Remove litter and perform landscape maintenance during good weather conditions only.
6. Contact the Adopt-a-Traffic Circle/Street Program to arrange an appropriate litter-removal and landscape maintenance schedule which will not conflict with the Department's already existing maintenance schedule.
7. Ensure that all participants wear safety vests at all times during the litter-removal and landscape maintenance activity. The Adopt-a-Traffic Circle/Street Program should be contacted to obtain safety vests, traffic control signs and large plastic bags prior to litter-removal and landscape maintenance activity and return same when the activity is complete.
8. No litter pick-up or landscape maintenance is to be performed if any construction is occurring at the site of the traffic circle or street.
9. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in the litter-removal and landscape maintenance activities. Participating youths must be at least twelve (12) years of age and the Group shall provide at least one adult supervisor to supervise every five (5) youths, ages twelve (12) to fifteen (15), who are participating in the litter-removal and landscape maintenance activity.
10. Not bring persons to observe the activity if the person is under the age of sixteen (16) and is not an official participant.
11. Not wear clothing which would hinder the sight of the participants.
12. Not have any individual, director, officer, member or volunteer within the Group who has been convicted of a felony or misdemeanor within the past five (5) years or who is currently the subject of a criminal investigation.
13. Not discriminate on the basis of race, religion, color, age, sex, marital status, handicap or national origin in violation of any state or federal law.

B. THE DEPARTMENT SHALL:

1. Provide permanent "Adopt-a-Traffic Circle/Street" signs at the location of the adopted traffic circle or street.
2. Provide safety vests, traffic control signs, and large plastic bags for use by the Group.
3. Remove filled plastic bags from the adopted traffic circle or street and dispose of them at an approved facility.
4. Remove certain litter under unusual circumstances (i.e. large, heavy or hazardous items).

II.

No member, officer, director or volunteer of the Group shall be an employee or independent contractor of the Department or City for any reason whatsoever in carrying out its obligations under this Agreement.

III.

The Group covenants and agrees that it will indemnify and hold harmless the City and its Public Works Department, and all City and department officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Group during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither Group nor any members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City and its member agencies, any maintaining agencies and all their officers, agents and employees.

IV.

The Agreement shall remain in effect for a two-year period. The Department or Group may terminate this Agreement for any reason within thirty (30) days written notice.

V.

This Agreement is non-transferrable and non-assignable in whole or in part without the consent of the City.

VI.

This Agreement is for litter removal and landscape maintenance activities. Beautification activities and graffiti removal activities are encouraged.

VII.

The Department shall screen and select the traffic circles and streets of the City to be adopted. The Department shall also decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution of fulfillment of the services hereunder and the character, quality, amount and value thereof; and its decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

VIII.

The Department may suspend or revoke a Group's participation in the Adopt-A-Traffic Circle/Street Program if it finds:

1. The Group, any director, officer, member or volunteer has engaged in any deceptive or fraudulent practices.

2. Any representative of the Group made a false, deceptive or fraudulent statement or material misstatement or misrepresentation in its application or in any other information submitted to the Department.

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

I CERTIFY that I understand the information contained in this Agreement and that I possess the authority to execute this Agreement on behalf of the Group.

NAME OF GROUP:

ADDRESS:

BY: _____ **DATE:** _____
(Group Representative's Signature)

Print Name: _____ **TITLE:** _____

CITY OF MIAMI PUBLIC WORKS DEPARTMENT

BY: _____ **DATE:** _____
(Department Director)

ATTEST: _____ **DATE:** _____