

CITY OF BOYNTON BEACH ADOPT-A-ROAD PROGRAM PACKET

INTRODUCTION

Various individuals and corporations throughout the City of Boynton Beach have expressed an interest in beautification through litter removal within the City rights-of-way. Such an effort focuses on an Adopt-A-Road program coordinated and directed by the Public Works Streets Department.

The benefits to the City and the Group involved are a litter-free and more attractive City and recognition for the group through the signs and associated publicity.

The basics of the City Adopt-A-Road program are:

- A Group adopts a minimum one (1) mile segment up to a maximum of two (2) mile segment of a City road that the Group agrees to remove litter on a monthly basis for a two-year period.
- The City provides the group with safety training, safety vests, gloves, trash bags for litter pick-up activities, and warning signs. (not to exceed 10)
- The City installs recognition sign(s) of the Group's length of City road. The sign(s) identify the Group providing the litter removal.
- The City will collect the litter bags for disposal at the end of each clean-up exercise.

Included in this Adopt-A-Road Program packet (Program Packet) for your review is:

- I. Adopt-A-Road procedures and renewal for the adopting Group
- II. Adopt-A-Road sign policy
- III. An application form that can be detached, filled out by the Group, and sent to the Streets Division

If your Group or you have any further questions, contact the Streets Division at:

AdoptaroadCOBB@bbfl.us

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I.

A. PROCEDURES

1. Groups wishing to adopt a one (1) mile segment of City road right-of-way for litter removal should contact the Public Works Streets Department at AdoptaroadCOBB@bbfl.us. This Program Packet will be provided to the Group. The Group should review the Program Packet and decide if it can comply with the requirements as outlined.

2. If the Group decides it wants to adopt a minimum one (1) mile segment but no longer than two (2) miles of City road, the Group should fill out and sign the application included with this Program Packet. Please mail/email the signed application to:

City of Boynton Beach - Streets Division
100 E Ocean Ave
Boynton Beach, FL 33435
AdoptaroadCOBB@bbfl.us

3. The Public Works Department Street Division will review the potential locations proposed by the Group and determine the safest location for approval and is available. Roads with curves or narrow right-of-ways beyond the shoulder may not be appropriate. Once an area is agreed upon, an Adopt-A-Road Agreement will be sent to the Group for signature. **A designated officer/manager must sign all forms if the Group is a corporation. A copy of the corporation's paperwork filed with the Secretary of State (Sunbiz.org) listing the principal officer/manager must be provided.** Once the Agreement is signed and the \$250 fee (if applicable) is paid, the Streets Division will schedule a safety orientation for the Group.

For-profit groups that apply for the Adopt-A-Road Program will be charged a \$250 cost-share fee to help offset program costs. (The initial \$250 fee will be waived for the program's first year.)
Non-Profit Groups will have the initial fee waived.

4. During the initial safety orientation, the Streets Division will provide the group with safety equipment. The equipment consists of safety vests for each member of the participating Group (not to exceed 10), gloves, large litter bags, and a Safety Briefing Checklist.

5. Once the Agreement has been signed by both the Group and the City, the Streets Division will coordinate the installation of one (1) or two (2) recognition signs at the Group's litter removal segment.

The signs shall only include the organization's name. Group logos, trademarks, website addresses, phone numbers, social media contacts, etc., cannot be included.

6. The Group agrees to remove litter along the adopted road segment on a monthly basis for a two (2) year period. The Group will complete and mail/email the Volunteer Sign-In Sheet after each litter removal. The Group will also mail/email photos of their clean-up efforts to be posted to the Streets Division and Public Works' social media platforms. Every six

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months, Technical Assistant III will review each Group's file and follow up with the GROUP if needed.

7. During the week before each litter removal, the Group shall contact the Streets Division at AdoptaroadCOBB@bbfl.us to schedule a date and time for the pick-up of the litter bags. The Group is responsible for holding its safety briefing before each litter removal. The ideal time for the Group to remove litter is between 8:00 AM and 2:00 PM on the weekends. Litter removal activities shall be during daytime hours and in good weather conditions. Litter removal activities are not permitted during peak hours on weekdays. Weekday peak hours are defined as Monday through Friday, between 6:00 AM and 9:00 AM and between 4:00 PM and 6:00 PM.

8. The Group and the City may terminate the Agreement at any time upon 30 days written notice. The City may terminate the Agreement if the Group does not perform litter removal activities as required by the Agreement. If the Agreement is terminated, the recognition signs will be removed, the road segment will become available to other Group applicants, and there will be no refunds of any fees.

B. RENEWAL PROCEDURE

1. The Group will receive a renewal notice and Program Packet via email or mail approximately two (2) months before the current Agreement expires.
2. The Group may renew the Agreement by executing a new Agreement and paying the Adopt-A-Road Agreement fee, if applicable. The fee will be waived for non-profit groups.
3. The Group will be entitled to receive new safety equipment to cover the renewal period.
4. If the Group does not renew before the expiration of the latest Agreement or submits notice to the Traffic Division to end the Agreement, the recognition signs will be removed.

II. ADOPT-A-ROAD SIGN POLICY

Recognition signs installed for the Groups participating in the Adopt-A-Road Program will conform to the following criteria:

1. Only the group's full name, company/business, or political group will be posted on the recognition sign.
2. The Traffic Division will not list the services a group provides unless it is part of the name.
3. The Traffic Division will not list specific locations, addresses, phone numbers, etc. of the group.
4. The Traffic Division will not allow any political or other statements that could be considered controversial to be placed on the signs.

**FOR ADDITIONAL PROGRAM INFORMATION, CONTACT THE STREETS DIVISION
BY emailing AdoptaroadCOBB@bbfl.us**

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III. APPLICATION

The Streets Division will work with the adopting group to determine the specific section of City Roadway to be adopted. Roadways that lack sufficient right-of-way and pose safety hazards will not be considered.

(Name of Individual or Corporation as will be shown on Agreement)

(Date)

(Mailing Address)

(City, Zip Code)

(Name of President or Chairperson)

(President or Chairperson's Phone #)

(Name of Group's Contact Person)

(Group's Contact Person's Phone #)

(Mailing Address of Group Contact Person, if different from Organization)

(City, Zip Code)

(Email Address of Group's Contact Person)

Check if NON-PROFIT ☐

City Road Section(s) you are interested in adopting:

1. _____
Road Name From _____ To _____

Office use only: *Approved Location?*
Yes No

☐

2. _____
Road Name From _____ To _____

☐☐

3. _____
Road Name From _____ To _____

☐☐

of Participants – up to 10: _____

Mail or email this form to: **City of Boynton
Beach - Streets Division**
100 E Ocean Ave
Boynton Beach, FL 33435
AdoptaroadCOBB@bbfl.us

Office Use Only:

Section 1: _____

Section 2: _____

Section 3: _____

Reviewed by: _____ Title: _____ Date: _____

Approved by: _____ Title: _____ Date: _____

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IV. RELEASE

By applying to the City's Adopt-A-Road Program, the Group at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Group, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Group may be liable, in constructing, operating, using, maintaining, repairing, restoring the City's right-of way, or in carrying on Group's business or operations in the City, or out of the fact that the City entered into this Agreement with Group, the rights granted to Group, or the activities performed, or failed to be performed, by Group under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement.

Print Name: _____ on behalf of _____

Signature: _____ Date: _____

Telephone Number: _____ Email: _____