

**Central Florida Regional Transportation Authority
ADOPT - A – STOP
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 200_, by and between the Central Florida Regional Transportation Authority, a body politic and corporate of the State of Florida created pursuant to Part II, Chapter 343, Florida Statutes (herein referred to as "LYNX"), and _____ of

(Name of Group or Individual)

(Address of Group or Individual)

(herein referred to as "Group");

WITNESSETH

WHEREAS; Stop # ___ at _____ in _____ County, Florida is part of the LYNX regional public transportation system and public transportation facilities in its service area, including Orange, Seminole and Osceola counties.

WHEREAS; LYNX is authorized to plan, develop, own, purchase, lease and otherwise maintain, operate and manage a regional public transportation system and public transportation facilities in its service area, including Orange, Seminole and Osceola counties.

WHEREAS; LYNX is authorized to contract with the private sector for performance of its duties.

WHEREAS; in order to rid LYNX bus stops of unsightly litter, LYNX has established an anti-litter program known as the Adopt - A - Stop Program (the "Program").

WHEREAS; the Program was designed to allow volunteer groups or individuals the opportunity to adopt a shelter or bus stop in or near their community for purposes of picking-up trash and litter around the shelter or bus stop.

WHEREAS; the group or individual is desirous of adopting the following stop to remove litter:

Stop # _____ located at _____
in _____ County, Florida.

NOW THEREFORE, the parties agree as follows:

I.

THE GROUP SHALL:

- A. Accept the responsibility for picking up litter at the above identified shelter or bus stop in strict accordance with the Program Brochure attached hereto as "Exhibit A" and incorporated herein.
- B. Acknowledge, by the signature below, that each of its members participating in the Program has been advised of the nature of the work and that each member has agreed to abide by the Programs' Safety Procedures/Requirements, a copy of which is attached hereto as Exhibit "B" and which by this reference is incorporated herein.
- C. Remove litter during daylight hours only.
- D. Remove litter during good weather conditions only.
- E. Contact LYNX Business Relations Division to establish a litter removal schedule. Litter removal will be required to be performed a minimum of _____ times during each _____ during the term of this Agreement.
- F. Identify a Group Leader or Individual who will be contacted to attend an initial Safety Training Session at the LYNX offices in accordance with the Programs' Safety Procedures/Requirements.
- G. Ensure that all participants wear orange safety vests at all times during the litter removal activity. During the initial Safety Training Session, the Group Leader or Individual will receive safety information, orange safety vests, gloves and litter bags.
- H. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in litter removal activities. Participating youths must be at least 12 years of age. If under the age of 18, the youth must be supervised by an adult, 18 years of age or older. There shall at all times be a least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities.
- I. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
- J. Not wear clothing which will hinder the sight of participants.

LYNX SHALL:

- A. Acknowledge the Group's participation in the Program by placing a plaque at the adopted site location.
- B. Upon approval of the Program Application, contact the Group Leader or Individual to attend an initial Safety Training Session, at which time safety information, orange safety vests, gloves and litter bags will be provided for use by the Group during their clean ups.
- C. Provide the Group Leader or Individual for each month of participation in the Program a complimentary LYNX Monthly Passport to be used for transportation on LYNX buses. Since the pass is signed by an individual and not the Group, only one member of the group may use the pass at one time. LYNX recommends that a different member of the Group be provided the pass each month. The Group may replace a pass for the equivalent value in one ride tickets for more equal distribution to the Group.

II.

The Group covenants and agrees that it will indemnify and hold harmless LYNX and its officers, agents and employees from any and all claims, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Group or by any person performing litter removal as part of the Group during the performance of this Agreement, whether direct or indirect, and whether to any person or property, to which LYNX or said parties may be subject, except that neither Group nor any of its 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 LYNX, and its officers, employees or agents.

III.

Unless earlier terminated as provided herein, this Agreement shall remain in effect for a period of one year beginning _____ and ending _____. LYNX or the Group may terminate this Agreement for any reason upon 30 days written notice to the other party at the address for notice provided herein below.

IV.

This Agreement is non-transferable and non-assignable in whole or in part without written consent of LYNX.

V.

This Agreement is for litter removal activities only. No other activities including beautification activities are authorized by this Agreement.

VI.

LYNX Business Relations Division shall screen and approve or disapprove each application under the Program in its discretion. LYNX's Executive Director shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement and/or the prosecution of fulfillment of the services hereunder, and all decisions of the Executive Director shall be final and conclusive upon the parties hereto.

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

NAME OF GROUP OR INDIVIDUAL: _____

BY: _____ DATE: _____
(Group Representative)

(Title)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

BY: _____ DATE: _____
Chief Administrative Officer

VII.

All notices to the Group hereunder shall be given to the below person; who shall be designated as the Group contact:

Name: _____

Address: _____

Telephone Number: _____

All notices to LYNX hereunder shall be given to:

LYNX
Business Relations Division
455 North Garland Avenue
Orlando, Florida 32801

EXHIBIT "A"

ADOPT-A-STOP PROGRAM BROCHURE

EXHIBIT "B"

ADOPT-A-STOP SAFETY PROCEDURES/REQUIREMENTS

These safety procedures and requirements pertain to groups and individuals who participate in the Adopt-A-Stop Program and should be reviewed prior to each clean up.

- Each adopting group/individual will be assigned to a designated LYNX contact person. Coordination, training, questions, and reports should be directed to the designated LYNX person.
- Group leaders and individual participants (18 years of age or older) are required to receive safety training by a qualified LYNX representative.
- Litter pick-up and operations may only be performed during daylight hours and good weather conditions.
- Each group/individual will be furnished with orange safety vests, gloves and trash bags. The group leader and all participating individuals must arrive to the site wearing their vests and gloves. It is suggested that participants wear sturdy soled shoes and proper clothing for both summer and winter months.
- Horseplay and alcoholic beverages are prohibited at all times.
- Do not distract motorists with abrupt or erratic movements.
- Group participants must work facing traffic at all times and should stay on the sidewalk when a bus approaches a stop.
- Do not remove hazardous substances, i.e. chemicals or needles, etc. If hazardous substances are found, the group leader/individual should call LYNX for pick-up and removal.

- Stay clear of construction areas.
- Park all vehicles clear of roadway and not in the bus stop area.
- Do not attempt to lift heavy bags, debris, etc.
- Do not walk or pick-up litter in the travel portion of the roadway, or any area that appears dangerous.
- Don't forget to remove your litter pick-up after completion.
- The group leader/individual must notify their designated LYNX contact person when litter pick-up is complete by filling out the attached Clean-up Report Form and mailing it in to the address provided in order to receive credit.

**LYNX
Adopt-A-Stop
Clean-up Report Form**

Stop Location: _____

Stop Number: _____

Sponsoring Organization/Name: _____

Date of Cleanup: _____

Number of Volunteers: _____

Total Litter Collection Time: _____

Bags of Litter Collected: _____

Please list any problems encountered during clean-up and/or any physical damage to the stop/shelter:

Signature

Date

Note: All adopted bus stops and shelters will be monitored on a regular basis by LYNX. Any falsification of this report will terminate the Adopt-A-Stop Litter Removal Agreement.

Upon completion please fax or email form to:

Keep Orlando Beautiful

Attention: Jane Ferry

Fax: (407) 246-2241

Email: jane.ferry@cityoforlando.net

LYNX Adopt-A-Stop Application

YES! I am interested in the Adopt-A-Stop Program. Please contact me at the address and phone number shown below:

Company/Organization/ Name: _____

Contact Person: _____ Title: _____

Address: _____ (City) _____ (State) _____ (Zip) _____

Phone: _____ (Day) _____ (Evening)

Bus Stop Location: _____

Adoptions: _____ Bus Stop _____ Shelter

Upon Completion of Application fax or email to:

LYNX Business Relations

Fax: 407-254-6141

Email: bwilson@golynx.com