

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Keep Pinellas Beautiful, Inc., Florida, a volunteer based, 501 (c)3 nonprofit organization. (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to 190-0060-SS (“Sole Source”) for Adopt-A-Program Management Services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

#### 1. Definitions.

**A. “Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced, and any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. “Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. “Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Program Manager, Recycling Outreach and Programs.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint ventures of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time.

Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

#### **4. Term of Agreement.**

##### **A. Initial Term.**

The term of this Agreement shall commence on the Effective Date and shall remain in full force for thirty-six (36) months, or until termination of the Agreement, whichever occurs first.

##### **B. Term Extension.**

The Parties may extend the term of this agreement for an additional 24-month period pursuant to the same terms, conditions and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein. The term extension will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 2%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County. The Contractor's adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

#### **5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$976,454.76 for Services completed and accepted as provided in Exhibit A Statement of Work herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

**C. Travel Expenses.**

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**6. Personnel.**

**A. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

### B. **County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

**9. Confidential Information and Public Records.**

**A. County Confidential Information.** Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

- 10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance.**

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

- 14. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.
- 15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Solid Waste Program Manager, Recycling Outreach and Programs, Public Works Operations Field Coordinator, Senior, Parks & Conservation Resources Project Management Specialist or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *Keep Pinellas Beautiful, Inc.* If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

~~**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.~~

**A. Assignment.**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

- 17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.



18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:  
Stephanie Watson  
Program Manager, Solid Waste  
Recycling Outreach and Programs  
3095 114<sup>th</sup> Avenue North  
Saint Petersburg, FL 33716  
727-464-7541  
[swatson@pinellascounty.org](mailto:swatson@pinellascounty.org)

John Taylor  
Operations Field Coordinator, Senior  
Public Works  
22211 US Highway 19 North  
Clearwater, FL 33765  
727-464-8824  
[jtaylor3@pinellascounty.org](mailto:jtaylor3@pinellascounty.org)

Christine Dorrier  
Project Management Specialist  
Parks & Conservation Resources  
10601 125th Street North  
Largo, FL 33778  
727-582-2937  
[cdorrier@pinellascounty.org](mailto:cdorrier@pinellascounty.org)

with a copy to:  
Division Director  
Pinellas County  
Purchasing and Risk Management Division  
400 South Fort Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, FL 33756

For Contractor:

Keep Pinellas Beautiful  
Attn:  
Patricia DePlasco,  
Executive Director  
5090 66<sup>th</sup> St., North  
St. Petersburg, FL 33709  
727-533-0402  
[pdeplasco@kpbcares.org](mailto:pdeplasco@kpbcares.org)

**19. Conflict of Interest.**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**20. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**21. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**24. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. **Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
26. **No Third-Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.
27. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Keep Pinellas Beautiful, Inc.

Name of Firm

By

By: *Patricia DePlasco*

Signature

Patricia DePlasco, Executive Director

Print Name

Executive Director

Title

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By:

Deputy Clerk

APPROVED AS TO FORM

*Jacina Haston*

JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY

## EXHIBIT A

## STATEMENT OF WORK

## A. DESCRIPTION OF SERVICES

Contractor shall provide services to manage and coordinate three separate programs; Adopt-A-Mile/Pond Program (Section E1), Adopt-A-Trail Program (Section E2), and Litter Control Program (Section E3) (“Programs”) listed in Attachment A, Standard Operating Procedures (SOP).

This Agreement addresses the needs for three departments. Section E1 is the Adopt-A-Mile/Pond Program managed by the Department of Public Works. Section E2 is the Adopt-A-Trail Program managed by the Department of Parks and Conservation Resources. Section E3 is the Litter Control Program managed by the Department of Solid Waste.

1. **Adopt-A-Mile/Pond Program (Section E1)** covers County-maintained arterial and collector roadways, ponds at unincorporated County areas and permitted storm water sites. The Program is intended to generate adoption of significant mile segments and ponds where each adopting group performs cleanup four (4) times annually.
2. **Adopt-A-Trail Program (Section E2)** covers various segments of the Pinellas County Trail. The Program is intended to generate adoption of mile segments where each adopting group performs cleanup four (4) times annually.
3. **Litter Control Program (Section E3)** covers all areas within Pinellas County, including all 24 municipalities, except for private property. The intent of the Litter Control Program is to efficiently and effectively remove litter throughout Pinellas County before it becomes a hazard or nuisance to the public and to promote litter awareness throughout Pinellas County.

The goal for the Program is to achieve litter removal. Management services shall include full administrative support to promote, recruit, train, manage, coordinate, track and expand a County-sponsored program.

Additional responsibilities shall include monitoring new and existing volunteer groups and conducting ongoing training. Volunteer litter programs typically attract sponsors willing to commit and perform litter removal activities on a quarterly basis. This can be achieved by encouraging multiple sponsors for each segment and managing the sponsor and their respective cleanup schedules to provide a staggered and regular monthly litter pick-up for each site adopted.

Contractor shall keep accurate records and track sponsors. These are necessary functions because the County is required to report detailed litter control and litter cleanup activity information to regulatory agencies, including for its National Pollutant Discharge Elimination System (NPDES) and the State of Florida Municipal Separate Storm Sewer System (Pinellas County MS4) permits. Sponsor tracking shall include the full organization name, address, contact person and telephone number of each sponsor group, number of volunteers, detailed insurance information, accurate site descriptions and limits, together with the frequency of scheduled cleanup efforts. For each cleanup effort, tracking must also log the number of volunteers participating in each cleanup and the weight in pounds of litter collected with each effort. Tracking of the litter control program shall include the date that the litter report was received, the location of the litter, a description of litter/materials, number of days between when litter was reported and removed, who removed the litter, the outcome (i.e., recycled or disposed), the weight in pounds, the disposal/recycling location and copies of disposal/recycling receipts.

## EXHIBIT A

## STATEMENT OF WORK

Contractor shall ensure that adopting parties (Adopting Groups) do not erect signage containing political messages or religious messages. It is at the discretion of the County to allow or deny signage identifying Adopting Groups on roadways.

**B. CONTRACTOR REQUIREMENTS**

1. The Contractor shall be a Keep America Beautiful (KAB) affiliate throughout the contract period and provide proof of affiliation certification.
2. Contractor shall secure and maintain volunteer liability insurance and general liability insurance.
3. Keep County Representatives fully notified, in writing, of any changes to corporate officer(s), designated contacts, mailing address, physical address, and phone and email address within seven (7) calendar days of change.

**C. WORK ITEMS**Programs Management

Program management includes litter cleanup events and litter awareness and prevention programs, which shall be implemented in accordance with the attached "Standard Operating Procedures" (SOP) for the Pinellas County Adopt-A-Program, dated June 2020.

1. Manage the Programs by establishing a schedule of work and tasks to ensure that the SOP is met. This will include maintenance of Programs records.
2. Advertise and promote Programs to the public through various media sources, flyers, brochures or other methods.
3. Develop educational programs promoting litter prevention and control.
4. Make recommendations concerning the County's litter abatement projects.
5. Guarantee training/safety training requirements are met by each adopting party prior to commencing cleanup activities.
6. Coordinate cleanup events and litter collection staging with the adopting Groups. Provide litter bags or containers, safety vests, litter grabbers, gloves and any other safety materials and training to achieve cleanup.
7. Manage post cleanup event litter collection, transport, and disposal of garbage and/or recyclable materials as needed within three (3) calendar days after cleanup:
  - a. Clean, empty and dry recyclable material (i.e., paper and cardboard, plastic bottles and jugs, cardboard, glass jars and containers, metal cans and food/beverage cartons) shall be deposited at established recycling collection centers or Materials Recovery Facilities (MRFs) and will be at the Contractor's discretion.
  - b. The Contractor of this contract is considered a business; electronics and chemicals shall be disposed using a contractor permitted to dispose of electronics and chemicals that are generated by a business.
  - c. Garbage shall be disposed at a Florida Department of Environmental Protection (FDEP)-permitted solid waste management facility. The Contractor may seek volunteer, municipal or business relationships to assist with and/or pay for garbage disposal.
8. Maintain all Programs records, and cleanup activities complete with litter type with approximate weights collected and recycled.

## EXHIBIT A

## STATEMENT OF WORK

9. Create and/or maintain an electronic database of program information including sponsors, volunteers and Adopting Groups, complete with agreement expirations and cleanup activities, etc.
10. Provide other 'special' cleanup activities as needed for 'high litter' sites that are not adopted, which may be identified by the County Departments. This could include shorelines.
11. Deliver safety training for cleanup along roadways and related activities and follow-up training at a minimum of once annually in accordance with the SOP. Training shall be in the form of a Florida Department of Transportation (FDOT)-approved program or other similar programs that are acceptable to the County. At the Contractor's discretion, the method of delivery may be in person, through written media or via internet presentation.
12. Retain/record the quantity of miles, ponds, trail or shores adopted throughout the term of this Contract. Achieve an additional annual increase of ten percent (10%) adoption of remaining eligible segments.
13. Provide access to secured sites by coordinating with the County Representative as needed.
14. Reporting Requirements
  - a. Provide monthly, quarterly and annual reports to the Departments of Public Works, Solid Waste, and Parks and Conservation Resources, according to the requirements of Sections E1, E2 and E3 and related Exhibits. Reporting shall be continuous over the duration of this contract.
15. Monthly Progress Report: Provide an electronic monthly report with the monthly invoice summarizing the activities conducted, including the date that the litter report was received, the location of the litter, a description of litter/materials, number of days between when litter was reported and removed, name of whom removed the litter, the outcome (i.e., recycled or disposed), the weight in pounds, the disposal/recycling location and copies of disposal/recycling receipts. Monthly reporting shall also include recruitment efforts, new adoptees, renewals and terminations. Provide a copy of the disposal receipts with each monthly report and invoice. Refer to Exhibit 9. All reporting shall be provided electronically to Contract Administration and Program Manager.
16. Quarterly: Provide electronic quarterly reports via email detailing the progress of the Programs to each Departments' County Representative. Reports shall include, but not limited to, the items identified in the SOP. Refer to Exhibits 7 and 8.
17. Annual: Provide electronic annual reports via email detailing the progress of the Programs to the Departments' County Representative. Reports shall include, but not limited to, the items identified in the SOP. Refer to Exhibits 7 and 8.
  - a. Reports shall be provided to the County Representatives within thirty (30) calendar days of the close of reporting period.
  - b. Note: The annual report may require the Contractor to make a presentation to the Board of County Commissioners.
18. Signs: Coordinate Programs signage with the County Representatives. Signage will be provided and installed by the Department of Public Works.
19. Monitoring / Training
  - a. Monitor Adopting Group's events to ensure compliance with the Agreement through observation of results, attendance during events, or by conducting periodic site visits.
  - b. Send two-year Renewal Agreements to Adopting Groups sixty (60) calendar days prior to expiration.
  - c. Monitor and coordinate with County any sign removal needs for non-renewing volunteer groups.
  - d. Monitor and track total number of participating adoptions, volunteer participation and cleanup efforts.

## EXHIBIT A

## STATEMENT OF WORK

## 20. Recruiting Efforts

- a. Recruit and obtain one or more sponsors (maximum of three) to adopt a mile or more of significant roadway segments and adjacent ponds of Exhibits 1 and 2. This will stagger the sponsors to allow for monthly cleanup. Our goal for sponsors is that they be organized groups that have not solely banded together to participate in this program. Families may be eligible to participate at the County's discretion.
- b. Encourage sponsorship in such a manner that promotes an even distribution of sponsorship throughout the County based on the eligible sites of Exhibits 1 and 2.

## 21. Adoption Process

- a. Ensure that the required adoption group representatives attend the Safety Presentation, and that they receive a signed copy of the Adopt-A-Program Agreement.
- b. Conduct the adoption process in accordance with the SOP and record data using the Adoption Record (Exhibit 7) from point of inquiry throughout the term of Adoption Agreement.
- c. Pond adoptions may require further coordination with the Public Works Department.

## 22. Litter Control

- a. Respond to litter complaints throughout Pinellas County and remove and dispose of litter in accordance with Section E3.

**D. ELIGIBLE SITES**

Eligible sites for the Adopt-A-Program (Section E1) include all County-maintained arterial and collector roadways at unincorporated areas, ponds at permitted storm water treatment sites and the Pinellas Trail. See Exhibits 1 and 2 for a list of sites.

Other County-maintained major roadways or trail within city limits; together with other minor roadway or trail facilities within the unincorporated areas of the County, may be eligible for adoption under this program, provided prior written approval is obtained from the County Representatives prior to the adoption.

Eligible sites for the Litter Control Program (Section E3) include all areas within Pinellas County except for private property, including all 24 municipalities.

**Note:** many of the municipalities within Pinellas County have developed their own volunteer litter programs. In the event a municipality wishes to be exempt from activities of the County's volunteer litter program, it is understood that each city has this prerogative within their respective corporate limits. Additionally, it should be noted that jurisdictional authority and ownership of roadways occasionally transfer between jurisdictions. A previously designated County roadway or shore may be transferred to either the State, or to one of the many municipalities within Pinellas County. When transfers occur, the affected area is no longer eligible for the County's Adopt-A-Program. The County will notify the Contractor after such transfer occurs.



## EXHIBIT A

## STATEMENT OF WORK

**E. PAY ITEMS**

Refer to the specific services described under Paragraph 3 – Work Items.

1. Program Management – The total quantity of services to manage Sections E1 and E2, including safety briefings and presentations, payable at the contract unit price bid per month.
2. Recruiting Efforts – The total quantity of documented recruitment efforts for Sections E1 and E2, payable at the contract unit price bid per each, on a monthly basis.
3. Adopting Process – Total quantity of successful adoptions for Sections E1 and E2, payable at the contract unit price bid per each, on a monthly basis.
4. Program Management - Litter Control Program – The total quantity of services and all associated costs, tasks and reports to manage Section E3 Department of Solid Waste Litter Control Program Management, which includes Litter Cleanup Activities, Litter Awareness & Prevention Programs, Community Improvement Index Survey & All Associated Costs, payable at the contract unit price bid per month.
5. Litter Hotline/SeeClickFix - Litter Control Program - The total quantity of services and all associated costs to manage Section E3 Department of Solid Waste Litter Hotline and litter reports to SeeClickFix, payable at the contract unit price bid per month. The Contractor is encouraged to promote and increase the monthly amount of Litter Hotline/ SeeClickFix calls reported and will be compensated for the responses per month and per the conditions of this contract. The Department of Solid Waste will not pay Contractor for litter removed by or referred to Pinellas County Government's departments (e.g., Public Works Department) or its contractors (the Department of Solid Waste's Landfill Contractor). This item will not include litter collected during regular litter cleanup events or picked up as part of the adoption program.

**F. INVOICING**

The County shall make monthly payments to the Contractor in accordance with the following terms:

Invoices should be supported by a detailed Monthly Progress Report showing the actual tasks performed by Pay Item reference and their relationship to the fee.

All progress reports and a copy of the invoices for work shall be to the attention of the County Representative at the SHIP TO address on the Purchase Order. They may also be sent electronically.

Invoices not properly prepared (examples include the presence of mathematical errors, billing inconsistent with actual work performed, absence of authorized signatures, etc.) shall be returned to the Contractor for correction.

Accurate and timely reporting are critical in order to continuously evaluate the Contractor's performance and overall success of the programs. Failure to provide reports in the specified thirty (30) calendar day period could result in delay of payment until rectified.

## EXHIBIT B

## INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the County reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Contractor acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the County to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**

The Contractor shall obtain and maintain, and require any sub-Contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

  - a) Contractor shall email certificate that is compliant with the insurance requirements to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph c) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

## EXHIBIT B

## INSURANCE REQUIREMENTS

- b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Bidder or their agent prior to the expiration date.
- (1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Contractor of this requirement to provide notice.
- (2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Contractor is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

## EXHIBIT B

## INSURANCE REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (5) All policies shall be written on a primary, non-contributory basis.
  - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
  - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

EXHIBIT B

INSURANCE REQUIREMENTS

(1) Workers Compensation Insurance

Limit	Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Including Volunteer Liability

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(2) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

Item	Line Item Description	Est. 36 - Month Quantity	Unit Price	Annual Total	36 Month Total
<b>SECTION E1 - DEPARTMENT OF PUBLIC WORKS</b>					
1	Program Management	36 Months	\$4,043.78 / Per Month	\$48,525.36	\$145,576.08
2	Recruiting Efforts	207 each	\$93.52 / Each	\$6,452.88	\$19,358.64
3	Adopting Process	174 each	\$36.46 / Each	\$2,114.68	\$6,344.04
<b>Section E1 TOTAL</b>				\$57,092.92	\$171,278.76
<b>SECTION E2 -DEPARTMENT OF PARKS &amp; CONSERVATION RESOURCES</b>					
4	Program Management	36 Months	\$1,596.00 / Per Month	\$19,152.00	\$57,456.00
5	Recruiting Efforts	72 each	\$50.00 / Each	\$1,200.00	\$3,600.00
6	Adopting Process	72 each	\$35.00 / Each	\$840.00	\$2,520.00
<b>Section E2 TOTAL</b>				\$21,192.00	\$63,576.00
<b>SECTION E3 - DEPARTMENT OF SOLID WASTE</b>					
7	Program Management – Litter Cleanup Activities, Litter Awareness & Prevention Programs, Community Improvement Index Survey & All Associated Costs	36 Months	\$19,000.00 / Per Month	\$228,000.00	\$684,000.00
8	Litter Hotline Response & SeeClickFix	720	\$80.00 each / Per Month	\$19,200.00	\$57,600.00
<b>Section E3 TOTAL</b>				\$247,200.00	\$741,600.00
<b>GRAND TOTAL SECTIONS E1, E2 &amp; E3</b>				\$325,484.92	\$976,454.76

EXHIBIT D

PAYMENT/INVOICES

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
 Pinellas County Board of County Commissioners  
 P. O. Box 2438  
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

<b><u>Remit To</u></b>	Billing address to which you are requesting payment be sent
<b><u>Invoice Date</u></b>	Creation date of the invoice
<b><u>Invoice Number</u></b>	Company tracking number
<b><u>Shipping Address</u></b>	Address where goods and/or services were delivered
<b><u>Ordering Department</u></b>	Name of ordering department, including name and phone number of contact person
<b><u>PO Number</u></b>	Standard purchase order number
<b><u>Ship Date</u></b>	Date the goods/services were sent/provided
<b><u>Quantity</u></b>	Quantity of goods or services billed
<b><u>Description</u></b>	Description of services or goods delivered
<b><u>Unit Price</u></b>	Unit price for the quantity of goods/services delivered
<b><u>Line Total</u></b>	Amount due by line item
<b><u>Invoice Total</u></b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge Contractors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

## EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a Contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the Contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the Contractor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the Contractor and the County about payment of a payment request or an invoice then the Contractor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.



## EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the Contractor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW



## **ADOPT-A-PROGRAM**

# **STANDARD OPERATING PROCEDURES**

**190-0060-SS(AJM)**

**SECTION E1**  
**PUBLIC WORKS DEPARTMENT**

**ADOPT-A-MILE / POND STANDARD**

**OPERATING PROCEDURES**

**1. RECRUITMENT**

A. First Contact

- 1) Perform presentations and/or leave brochures with interested parties.
- 2) Send list of ADOPTABLE MILE/POND SEGMENTS (Exhibits 1 & 2) if requested by interested party. In the event the interested party only wants information over the phone, provide brochure content.

B. Second Contact

- 1) This party should be an organized group and interested in volunteering. During conversation, it is appropriate to provide a list of ADOPTABLE MILE/POND SEGMENTS (Exhibit 3) if not formerly provided.
- 2) Forward LITTER REMOVAL AGREEMENT (Exhibit 4) to interested party for execution and send electronic notice to copy County Representative of new pending Adopting Group. Only organized groups are eligible as Adopting Groups.

**NOTE:** road segments for 'adoption' shall be contiguous and not less than 1 mile in length. An exception is when the only remaining 'unadopted' segment is less than 1 mile and greater than ½ mile).

**2. ADOPTION PROCESS**

A. Upon receipt of a signed and witnessed LITTER REMOVAL AGREEMENT:

- 1) Verify information to ensure the site is clearly identified.
- 2) Provide Adopting Group with an Official Adopt-A-Program Folder, containing all details of program and signed Agreement.
- 3) Send notice to the County Representative.

**3. SAFETY PRESENTATION**

A. Contact the Adopting Group Representative to schedule a viewing of the Safety Presentation. The presentation could take approximately 45 minutes and may be presented in person, through written media or electronically via the internet.

- 1) A minimum of two (2) Adopting Group members must be present.
- 2) Secure signed acknowledgements from all attending participants.
- 3) Send tentative litter pick-up dates and Signage Request (Exhibit 6) to the County Representative within fourteen (14) days after the Adopting Group completes viewing of the Safety Presentation.
- 4) Update adoption database within two (2) weeks of approved adoption.

**4. MONITORING / TRAINING**

- A. Send reminders to Adopting Groups who have not scheduled future pick-up dates.
- B. Two Year Maintenance/Renewal
  - 1) Send RENEWAL LITTER REMOVAL AGREEMENT (Exhibit 5) to Adopting Groups approaching the 2-year completion date on or before their last cleanup event.
  - 2) If adopter fails to return the Renewal Agreement, then contact via phone or send a second letter.
  - 3) If adopter fails to respond after 30 days, then send Adopter a notice that they have been removed from the program. Concurrently, send notice to the County Representative with a request to remove signs.
- C. Annual Maintenance
  - 1) On an annual basis, submit the most recent edition of the safety presentation videos to the County Representative for review.
  - 2) Notify adopters of the required annual viewing of the safety presentation videos. This may be considered sufficient to serve as the safety meeting.
  - 3) A minimum of two (2) people from each Adopting Group shall view the safety presentation and they do not need to be the original viewers. Obtain signed acknowledgements indicating they have viewed the safety videos.
  - 4) If safety videos are borrowed for viewing at adopter's site, then include an acknowledgement sheet for their certification that they viewed and understand the videos. Collect safety videos on return of the signed acknowledgements.
  - 5) Contractor shall view adopted areas for hazards at least once annually.

**SECTION E2**  
**DEPARTMENT OF PARKS & CONSERVATION**  
**RESOURCES**

**ADOPT-A-TRAIL**

**STANDARD OPERATING PROCEDURES**

**1. RECRUITMENT**

A. First Contact

- 1) Perform presentations and/or leave brochures with interested parties.
- 2) Send list of ADOPTABLE TRAIL SEGMENTS (Exhibit 3) if requested by interested party. In the event the interested party only wants information over the phone, provide brochure content.

B. Second Contact

- 1) This party should be an organized group and interested in volunteering. During conversation, it is appropriate to provide a list of ADOPTABLE TRAIL SEGMENTS (Exhibit 3) if not formerly provided.
- 2) Forward LITTER REMOVAL AGREEMENT (Exhibit 4) to interested party for execution and send electronic notice to copy County Representative of new pending Adopting Group. Only organized groups are eligible as Adopting Groups.

**2. ADOPTION PROCESS**

A. Upon receipt of a signed and witnessed LITTER REMOVAL AGREEMENT:

- 1) Verify information to ensure the site is clearly identified.
- 2) Provide Adopting Group with an Official Adopt-A-Program Folder, containing all details of program and signed Agreement.
- 3) Send notice to the County Representative.

**3. SAFETY PRESENTATION**

A. Contact the Adopting Group Representative to schedule a viewing of the Safety Presentation. The presentation could take approximately 45 minutes and may be presented in person, through written media or electronically via the internet.

- 1) A minimum of two (2) Adopting Group members must be present.
- 2) Secure signed acknowledgements from all attending participants.
- 3) Send tentative litter pick-up dates and Signage Request (Exhibit 6) to the County Representative within fourteen (14) days after the Adopting Group completes viewing of the Safety Presentation.
- 4) Update adoption database within two (2) weeks of approved adoption.

**4. MONITORING / TRAINING**

- A. Send reminders to Adopting Groups who have not scheduled future pick-up dates.
- B. Two Year Maintenance/Renewal
- 1) Send RENEWAL LITTER REMOVAL AGREEMENT (Exhibit 5) to Adopters approaching the 2-year completion date on or before their last cleanup event.
  - 2) If adopter fails to return the Renewal Agreement, then contact via phone or send a second letter.
  - 3) If adopter fails to respond after 30 days, then send Adopter a notice that they have been removed from the program. Concurrently, send notice to the County Representative with a request to remove signs.
- C. Annual Maintenance
- 1) On an annual basis, submit the most recent edition of the safety presentation videos to the County Representative for review.
  - 2) Notify adopters of the required annual viewing of the safety presentation videos. This may be considered sufficient to serve as the safety meeting.
  - 3) A minimum of two (2) people from each Adopting Group shall view the safety presentation and they do not need to be the original viewers. Obtain signed acknowledgements indicating they have viewed the safety videos.
  - 4) If safety videos are borrowed for viewing at adopter's site, then include an acknowledgement sheet for their certification that they viewed and understand the videos. Collect safety videos on return of the signed acknowledgements.
  - 5) Contractor shall view adopted areas for hazards at least once annually.

**SECTION E3**  
**DEPARTMENT OF SOLID WASTE**

**LITTER CONTROL PROGRAM**

**STANDARD OPERATING PROCEDURES**

**1. LITTER HOTLINE**

- A. Maintain, answer, and promote a local Litter Hotline [current telephone number is (727) 210-GONE (4663)], which is available on the contractor's website. Coordinate litter removal in response to submissions as follows:
- 1) Remove and properly dispose/recycle litter within three (3) calendar days as a quarterly average.
  - 2) Report road safety hazards or questions concerning roadway conditions to the Department of Public Works at (727) 464-8900.
  - 3) Report private property litter related calls to appropriate code-enforcement agency.
  - 4) Maintain records, including the date that the litter report was received, the location of the litter, a description of litter/materials, number of days between when litter was reported and when it was removed, who removed the litter, the outcome (i.e., recycled or disposed), the weight in pounds, the disposal/recycling location and copies of disposal/recycling receipts.
- B. Ensure proper disposal/recycling of all litter collected:
- 1) Clean, empty and dry recyclable material (i.e., paper and cardboard, plastic bottles and jugs, cardboard, glass jars and containers, metal cans and food/beverage cartons) shall be deposited at established recycling collection centers or a Materials Recovery Facility (MRF) and will be at the Contractor's discretion.
  - 2) Electronics and chemicals collected by Keep Pinellas Beautiful do not qualify as household hazardous waste and cannot be disposed of for free at the County's Household Electronics and Chemical Collection Center or mobile collection events. Keep Pinellas Beautiful must use a contractor who is permitted to dispose of electronics and chemicals generated by a business.
  - 3) Garbage collected by Keep Pinellas Beautiful shall be disposed at a Florida Department of Environmental Protection (FDEP) – permitted solid waste management facility located in Pinellas County. Contractor may seek volunteer, municipal or business relationships to assist with and/or pay for garbage disposal.

**2. LITTER REPORTED VIA THE COUNTY'S "REPORT AN ISSUE" (SEECCLICKFIX APPLICATION)**

- A. Respond to reports of litter received through the County's "Report An Issue" (i.e., SeeClickFix application):
- 1) Remove and properly dispose/recycle litter within three (3) calendar days as a quarterly average.
  - 2) Report road safety hazards or questions concerning roadway conditions to the Department of Public Works at (727) 464-8900.
  - 3) Report private property litter related calls to an appropriate code-enforcement agency.
  - 4) Maintain records, including the date that the litter report was received, the location of the litter, a description of litter/materials, number of days between when litter was reported and when it was removed, who removed the litter, the outcome (i.e., recycled or disposed), the weight in pounds, the disposal/recycling location and copies of disposal/recycling receipts.
- B. Ensure proper disposal/recycling of all litter collected:
- 1) Clean, empty and dry recyclable material (i.e., paper and cardboard, plastic bottles and jugs, cardboard, glass jars and containers, metal cans and food/beverage cartons) shall be deposited at established recycling collection centers or a Materials Recovery Facility (MRF) and will be at the Contractor's discretion.
  - 2) Electronics and chemicals collected by Keep Pinellas Beautiful do not qualify as household hazardous waste and cannot be disposed of for free at the County's Household Electronics and Chemical Collection Center or mobile collection events. Keep Pinellas Beautiful must use a contractor who is permitted to dispose of electronics and chemicals generated by a business.
  - 3) Garbage collected by Keep Pinellas Beautiful shall be disposed at a Florida Department of Environmental Protection (FDEP) – permitted solid waste management facility located in Pinellas County. Contractor may seek volunteer, municipal or business relationships to assist with and/or pay for garbage disposal.

**3. LITTER PROGRAM MANAGEMENT**

A. Litter Cleanup Activities - Coordinate litter cleanup activities as follows:

- 1) Conduct at least two (2) annual County-wide cleanup events.
  - “Great American Cleanup” in coordination with Keep America Beautiful (spring time)
  - “Florida Coastal Cleanup” in coordination with the Ocean Conservancy (fall time)
- 2) Provide promotional and material support for other “special” and local litter cleanup related events requested by neighborhoods, schools, businesses, organizations, and community groups, etc. Local cleanups may include shorelines.
- 3) Ensure proper training and safety for staff and/or volunteers.
- 4) Coordinate all cleanups with appropriate local jurisdiction and obtain any necessary permits from local jurisdictions prior to cleanup.
- 5) Record litter weight and type collected and provide with monthly reports.

B. Ensure proper disposal/recycling of all litter collected:

- 1) Clean, empty and dry recyclable material (i.e., paper and cardboard, plastic bottles and jugs, cardboard, glass jars and containers, metal cans and food/beverage cartons) shall be deposited at established recycling collection centers or a Materials Recovery Facility (MRF) and will be at the Contractor’s discretion.
- 2) Electronics and chemicals collected by Keep Pinellas Beautiful do not qualify as household hazardous waste and cannot be disposed of for free at the County’s Household Electronics and Chemical Collection Center or mobile collection events. Keep Pinellas Beautiful must use a contractor who is permitted to dispose of electronics and chemicals generated by a business.
- 3) Garbage collected by Keep Pinellas Beautiful shall be disposed at a FDEP-permitted solid waste management facility located in Pinellas County. Contractor may seek volunteer, municipal or business relationships to assist with and/or pay for garbage disposal.

**4. LITTER AWARENESS & PREVENTION PROGRAMS**

A. Coordinate Litter awareness and prevention programs as follows:

- 1) Promote Litter Awareness throughout Pinellas County.
- 2) Provide Litter Awareness and Prevention education programs for K-12 schools and colleges.
- 3) Give presentations as requested by schools and other groups.
- 4) Hold the Voting Membership position in the County’s Solid Waste Technical Management Committee (TMC) Recycling Subcommittee, known publicly as Pinellas Partners in Recycling (PPR). Attend and participate in PPR meetings that are held every other month.
- 5) Promote waste reduction, reuse, and recycling.

**5. COMMUNITY IMPROVEMENT INDEX SURVEY**

Perform a minimum of one Community Improvement Index Survey annually, using Keep America Beautiful methodology. Report results to the Department of Solid Waste County Representative.



**EXHIBITS**

**EXHIBIT 1 – ADOPTABLE ROAD MILE LIST**

**EXHIBIT 2 – ADOPTABLE POND LIST**

**EXHIBIT 3 – ADOPTABLE PINELLAS TRAIL SEGMENTS**

**EXHIBIT 4 – SAMPLE LITTER REMOVAL AGREEMENT**

**EXHIBIT 5 – SAMPLE RENEWAL – LITTER REMOVAL AGREEMENT**

**EXHIBIT 6 – SAMPLE SIGNAGE REQUEST**

**EXHIBIT 7 – SAMPLE ADOPTION RECORD - ADOPT-A-MILE / POND**

**EXHIBIT 8 – SAMPLE MONTHLY & QUARTERLY REPORT TALLY SHEET – ADOPT-A-MILE / POND**

**EXHIBIT 9 – SAMPLE MONTHLY/ANNUAL REPORT, LITTER CONTROL PROGRAM, DEPARTMENT OF SOLIDWASTE**

## EXHIBIT 1

## ADOPTABLE ROAD MILE LIST

Sorted Alpha-Numerically by Road Ref. # of Street

Road Ref. #	Street	Road Limits (From & To)
361C0	100th Way N.	Bay Pines Blvd. to 54th Avenue N.
296M2	102 <sup>nd</sup> Avenue N.	125th Street N. to Seminole Blvd.
296C1	102 <sup>nd</sup> Avenue N.	Hamlin Blvd. to 125th Street N.
296M3	102 <sup>nd</sup> Avenue N.	98th Street N. to Bryan Dairy Road
321C2	113th Street N.	48th Avenue N. to 8th Avenue SW
583C2	116th Avenue N.	58th Street N. to US19
240M2	116th Street N.	66th Avenue N. to 118th Street N.
240M3	118th Street N.	116th Street N. to 74th Avenue N.
283M0	125th Street N.	74th Avenue N. to 102nd Avenue N.
346M0	126th Avenue N.	66th Street N. to US19
263M1	131 <sup>st</sup> Street N. (Vonn Rd.)	74th Avenue N. to Park Blvd.
263C2	131 <sup>st</sup> Street N. (Vonn Rd.)	Park Blvd. to Wilcox Road
376C2	142 <sup>nd</sup> Avenue N.	Belcher Road to US 19
376M3	142 <sup>nd</sup> Avenue N.	US19 to 62nd Street N.
406M0	150th Avenue N.	US19 to Avalon Avenue
376M1	16th Avenue SE (Donegan Rd. E/W)	Donegan Road (N/S) to Lake Avenue
138C2	22 <sup>nd</sup> Avenue S	49th Street S to 34th Street S
681C0	28th Street N.	38th Avenue N. to 62nd Avenue N.
651C1	35th Street N.	38th Avenue N. to Morris Street
651C3	37th Street N.	Morris St. to 54th Ave. N.
184A0	38th Avenue N.	US 19A to 4th Street N.
641C0	40th Street N.	38th Avenue N. to 46th Avenue N.
192C0	46th Avenue N.	Park Street N. to 37th Street N.
188C0	46th Avenue N. West Spur	Park Street N. to 46th Avenue N.
611C2	49th Street N.	US19 to Gulf-to-Bay Blvd. (SR60) (incl. Bayside)
611A1	49th Street N.	5th Avenue N. (US 19A) to SR55 (US 19N)
202C0	54th Avenue N.	Park Street to 4th Street N.
200C0	54th Avenue N.	113th Street N. to 100th Way N.

<b>Road Ref. #</b>	<b>Street</b>	<b>Road Limits (From &amp; To)</b>
581C0	58th Street N.	38th Avenue N. to 62 <sup>nd</sup> Avenue N.
583C1	58th Street N.	102 <sup>nd</sup> Avenue N. to 116th Avenue N.
216C0	62 <sup>nd</sup> Avenue N.	66th Street N. to 4th Street N.
365M0	62 <sup>nd</sup> Street N.	Ulmerton Road to Roosevelt Blvd.
563M0	62 <sup>nd</sup> Street N.	126th Avenue N. to US 19
224M0	66 <sup>th</sup> Avenue N.	116th Street N. to 113th Street N.
501M1	71 <sup>st</sup> Street N.	38th Avenue N. to Park Blvd.
240M1	74 <sup>th</sup> Avenue N.	Oakhurst Road to 118th Street N.
823C1	83 <sup>rd</sup> Avenue N.	4th Street N. to Macoma Drive NE
264C0	86 <sup>th</sup> Avenue N.	Oakhurst Road to Seminole Blvd.
266M0	86 <sup>th</sup> Avenue N.	98th Street N. to Starkey Road
400M2	8th Avenue SE	Seminole Blvd. to Donegan Road
400M1	8th Avenue SW	Indian Rocks Road to Seminole Blvd.
373M0	98 <sup>th</sup> Street N.	86th Ave. N. to 102nd Ave. N.
803C0	9th Street N.	Roosevelt Blvd. to FDOT Maintenance
816C2	Alderman Road	US 19 to Highlands Blvd.
816M1	Alderman Road	US 19A to US 19
395C0	Alternate Keene Road	East Bay Drive to McMullen Road
994C0	Anclote Blvd.	Anclote Road to US 19A
992C0	Anclote Road	Pasco County Line to US 19A
595M0	Avalon Avenue	150th Avenue N. to Roosevelt Blvd.
389C0	Bay Street	Klosterman Road to Curlew Place
976M0	Beckett Way	Dixie Hwy US 19
501C2	Belcher Road	Park Blvd. to Curlew Road
416A0	Belleair Beach Causeway	Gulf Blvd. to Harbor View Lane
464A0	Belleair Road	Clearwater-Largo Road to US 19
618C0	Beltrees Street (Virginia St.)	N. Keene Road to Greenbriar Blvd.
355C1	Betty Lane N.	Palmetto Street to Overbrook Drive
355C2	Betty Lane N.	Sunset Point Road to Union Street
296M4	Bryan Dairy Road	102nd Avenue N. to Starkey Road
296C5	Bryan Dairy Road	Starkey Road to 66th Street N.
409M0	Carolina Avenue	Meres Blvd. to Whitcomb Blvd.
712M0	Causeway Blvd.	575' W of Elgin Place to US19A
150A2	Central Avenue	Park Street N. to 34th Street N.

<b>Road Ref. #</b>	<b>Street</b>	<b>Road Limits (From &amp; To)</b>
321C3	Clearwater-Largo Road	8th Avenue SW to West Bay Drive
808C0	Crystal Beach Avenue	Gulf Drive to US 19A
896C0	Curlew Place	Florida Avenue to Bay Street
429M0	Dixie Highway	US 19A to Beckett Way
363M0	Donegan Road (N/S)	Donegan Road (E/W) (16th Ave. SE) to 8th
345C0	Douglas Avenue	Overbrook Avenue to Union Street
528C0	Drew Street	NE Coachman Road to US 19
321C1	Duhme Road	Tom Stuart Causeway Blvd. to 48th Avenue N.
611C4	East Lake Road	Tampa Road to Keystone Road
611M5	East Lake Road	Keystone Road to Pasco County Line
627L0	East Lake Woodlands Pkwy.	Tampa Road to Woodlands Pkwy
638C0	Enterprise Road E.	McMullen Booth Road to Phillippe Pkwy
369C2	Florida Avenue N.	W Gulf Road to Riverside Drive
369C1	Florida Avenue S	Curlew Place to W Gulf Road
425M2	Greenbriar Blvd.	Beltrees Street (Virginia St.) to Belcher Road
335C0	Greenwood Avenue S	Wyatt Street to Belleair Road
183A1	Gulf Blvd.	5th Ave. (Indian Rocks Beach) to Clearwater
928M0	Gulf Road W (Elmwood Place)	N. Florida Avenue to Whitcomb Blvd.
138C1	Gulfport Blvd.	Pasadena Avenue to 49th Street S.
454M0	Haines Bayshore Road	US 19 to Whitney Road (Wolford Rd.)
691C0	Haines Rd.	50th Avenue N. to US 19N
213C0	Hamlin Blvd.	102nd Avenue N. to Walsingham Road
375C2	Highland Avenue	East Bay Drive to Gulf-to-Bay Blvd.
547C2	Highlands Blvd.	Lake St. George Drive to Woodridge Pkwy
547M1	Highlands Blvd.	US 19 to Lake St. George Drive
233C3	Indian Rocks Road	Walsingham Road to Mehlenbacher Road
001A3	Keene Road	East Bay Drive to Gulf-to-Bay Blvd.
582C2	Keystone Road	US 19 to Hillsborough County Line
365C0	Kings Highway	Fairmont Street to Sunset Point Road
880C0	Klosterman Road	Bay Street to US 19
385C0	Lake Avenue	Alternate Keene Road to Gulf-to-Bay Blvd.
375M1	Lake Avenue	Ulmerton Road to Donegan Road (E/W)
577C0	Lake St. George Drive	Tampa Road to Highlands Blvd.

<b>Road Ref. #</b>	<b>Street</b>	<b>Road Limits (From &amp; To)</b>
488C0	Lakeview Road	Missouri Avenue to Hercules Avenue
576C2	Main Street	McMullen Booth Road to 10th Avenue
367M0	Mayo Street	Crystal Beach Avenue to Sage Road
611C3	McMullen Booth Road	Gulf-to-Bay Blvd. to Tampa Road
434C0	McMullen Road	Alternate Keene Road to Keene Road
432C0	Mehlenbacher Road	Indian Rocks Road to Clearwater-Largo Road
912M0	Meres Blvd.	N. Florida Avenue to US 19A
584C0	Montclair Road	N. Hercules Avenue to Belcher Road
651C2	Morris Street	35th Street N. to 37th Street N.
824M2	Moss Rose Avenue	Sage Road to Ulelah Avenue
425C1	N. Hercules Avenue	Drew Street to Beltrees Street (Virginia St.)
001M4	N. Keene Road	Sunset Point Road to Union Street
001C5	N. Keene Road	Union Street to Main Street (SR580)
936M3	N. Spring Blvd.	Beckett Bridge to W Tarpon Avenue
776C0	Nebraska Avenue	US 19A to US 19
474C0	Nursery Road	Highland Avenue to US 19
233C2	Oakhurst Road	Park Blvd. to Walsingham Road
233M1	Oakhurst Road	74th Avenue N. to Park Blvd.
535C0	Old Coachman Road	Gulf-to-Bay Blvd. to Belcher Road
001C6	Omaha Street	Main Street (SR580) to Nebraska Avenue
377M0	Orange Street	US 19A to Pennsylvania Avenue
560C0	Overbrook Avenue	Douglas Avenue to Betty Lane
550C0	Palmetto Street	N. Hercules Avenue to Belcher Road
548C0	Palmetto Street	Highland Avenue to N. Saturn Avenue
694A1	Park Blvd.	Park Blvd. Bridge Ramp A to 66 <sup>th</sup> Street N.
694A2	Park Blvd. Bridge Ramp A	Gulf Blvd. to Park Blvd.
694A3	Park Blvd. Bridge Ramp A-1	Gulf Blvd. to Park Blvd. Bridge Ramp A
694A4	Park Blvd. Bridge Ramp B	Gulf Blvd. to Park Blvd. Ramp A
694A5	Park Blvd. Bridge Ramp B-1	Gulf Blvd. to Park Blvd. Bridge Ramp B
001A1	Park Street	Central Avenue to Park Blvd.
823C2	Patica Road NE	Macoma Drive NE to Bridge
760C1	Pennsylvania Avenue	Orange Street to 91' E of 8th Street
456C1	Ponce De Leon Blvd.	Indian Rocks Road to Clearwater-Largo Road
313M1	Ridge Road	Park Blvd. to Walsingham Road

<b>Road Ref. #</b>	<b>Street</b>	<b>Road Limits (From &amp; To)</b>
313C2	Ridge Road	Walsingham Road to Ulmerton Road
936M2	Riverside Drive	Tarpon Drive to Beckett Bridge
824M1	Sage Road	Mayo Street to Moss Rose Avenue
823C3	San Martin Blvd.	Bridge to Gandy Blvd.
667M0	Shore Blvd.	Main Street (SR580) to Tampa Road
001A2	Starkey Road	Park Blvd. to East Bay Drive
944M0	Sunset Drive	Seaside Drive to N. Florida Avenue
576C1	Sunset Point Road	US 19A to McMullen Booth Road (611C3)
752C0	Tampa Road	Orange Street to Curlew Road
936M1	Tarpon Drive	W Gulf Road to Riverside Drive
150A1	Treasure Island Causeway	135'W of Sunset Drive to Park Street N.
996C0	Trinity Blvd.	East Lake Road to Pasco County Line
824M3	Ulelah Avenue	Moss Rose Avenue to US 19A
600C0	Union Street	US 19A to N. Hercules Avenue
760C2	Virginia Avenue	91' E of 8th Street to Omaha Street
632C0	Virginia Street	Patricia Avenue to N. Keene Road
582C1	W Tarpon Avenue	N. Spring Blvd. to US 19A
330C0	Walsingham Road	Ulmerton Road to Seminole Blvd.
416A2	West Bay Drive	Harbor View Lane to Clearwater-Largo Road
537M0	West Lake Road	Tampa Road to US 19
399M0	Whitcomb Blvd.	W Gulf Road to Carolina Avenue
438M0	Whitney Road	US 19 to 58th Street N.
575M0	Whitney Road (Wolford Rd.)	Whitney Road to Haines Bayshore Blvd.
352C0	Wilcox Road	Indian Rocks Road to Ulmerton Road
748L0	Woodlands Parkway	East Lake Road to East Lake Woodlands Pkwy.
456C2	Wyatt Street	Clearwater-Largo Road to Missouri Avenue

**EXHIBIT 2**  
**ADOPTABLE POND LIST**

Sorted Alpha-Numerically by Basin Ref. # of Pond Site

<b>Basin Ref. #</b>	<b>Project #</b>	<b>Pond ID</b>	<b>Pond Site</b>
5	01	WL71	NW end Duane Avenue near CSX RR (Pond A)
5	01	WL73	NW of SE end (cul-de-sac) of Meriden (Pond C)
7	03	WE10	East of US 19A, 600' south of Alderman Road
7	05	DP28	East side CR1, south of Rolling Ridge Road
7	08	DP31	North side of Pennsylvania Avenue within 15th Street ROW
7	10	DP33	NW corner of Avery Road and Bruce Lane (200 ft. West of US 19A)
7	11	WL119	Southeast corner of Oceanview Avenue and Pinellas Trail
8	03	DE98	150' East of Ohio Avenue and 16th Street
8	06	WE8	240' East of Orange Street, south side of Florida Avenue
10	06	DP18	West of Espina Court, south of Curlew Road
10	07	DP30	SW Corner Casa Vista Drive and Fisher Road
10	09	DE95	South side of Congress Avenue 550' East of Fisher Road
10	09	DE96	North side of Congress Avenue 550' East of Fisher Road
10	15	WL91	South side Curlew Road - West side Espina Court (40013629.00)
10	17	AP7	Pond (offsite attenuation only) Northeast corner Keene & Wexford Dr. N.
10	17	DP34	East side of Keene Road, 1200ft North of Curlew Road (Pond 1100)
10	17	DP35	West side Keene Rd., North of McNair Dr./Countryshire Lane (Pond 1100A)
10	17	DP36	East side Keene Road, opposite Bahama Drive (Pond 1200)
10	18	DE108	Southeast corner of Belcher Road and Curlew Creek
10	19	DE109	Southeast corner of CR1 and Shirley Court
10	19	WE17	Southwest corner of CR1 and Sparkling Court
12	01	WL60	Pond #5/NE corner McMullen Booth Rd. & Golf Range, N. 580
13	01	WL56	SW Corner of McMullen-Booth Rd. & Union St. (Pond 1, South of M66)
13	01	WL57	West side McMullen-Booth Rd., 800' South of Enterprise Rd. (Pond 2)

Basin Ref. #	Project #	Pond ID	Pond Site
13	01	WL58	NE Corner of McMullen-Booth Road & Pinehill Drive (Pond 3)
13	02	DE102	South side of Union Street, 700 ft. West of Elysium Drive
14	01	MWL54	West side Old Coachman, north of Sharkey Rd, S of Alligator Ck
21	03	WL92	North side of Drew Street, West of SPJC Tennis Courts
22	02	WL45	NW corner 58 Street & Whitney Road (Pond 1)
22	02	WL46	60' North of Pond 1 - Pond 2
22	04	WL47	SE Corner 60th Street N. & Roosevelt Blvd.
22	08	DE66	SW Corner 58th Street N. & Whitney Road
22	08	DE67	North side Whitney Road, North of DP15
22	08	DP15	South of Whitney Road, N of 166th
23	03	WL10	118th Avenue –West side of 40th Street N. - Pond 2
23	03	WL11	118th Avenue –West side of 40th Street N. - Pond 3
24	04	MWL4	121 <sup>st</sup> Avenue at 65th Lane N.
24	10	DP29	South side of Whitney Road -150' West of Bolesta Road
25	04	DP1	Pond 1/North end Southwinds
25	04	DP2	Pond 2/East side Southwinds - 500' N. Ulmerton Rd.
25	04	DP3	Pond 3/East side Southwinds - 300' N. Ulmerton Rd.
25	04	DP4	Pond 4/East side Southwinds - 200' N. Ulmerton Rd.
25	04	DP5	Pond 5/Northeast corner Ulmerton Rd. & Southwinds
26	03	DE1	NE of Cul-de-sac of 102nd St., N of 122nd Ave. N. (back of Lots 9 & 10)
27	05	WE15	SE Corner of 119th Street and 16th Avenue SW
27	07	SS5	South of 8th Avenue SW and East of Hickory Drive
28	01	DP9	Pond B (North side 100th Avenue from East Bay Street to E)
28	08	DE5	NE Corner 75th Avenue N & 140th Street N.
28	09	WL25	Outfall w/skimmer, Pond 200' S of 77th Ave., 200' W of 141st
28	10	DE10	Pond 5, East side 131st St. N, 150ft North of Hibiscus
28	10	DE11	Pond 6, East side 131st St. N, 50ft North of Hibiscus
28	10	DE12	Pond 7, Southeast corner 131st St. N & Hibiscus
28	10	DE13	Pond 8, South side of Hibiscus, 65' East of 131st St. N.
28	10	DE14	Pond 8A, South side of Hibiscus, 175' East of 131st St. N
28	10	DE15	Pond 9, Southside of Hibiscus, 175' East of 131st St. N



Basin Ref. #	Project #	Pond ID	Pond Site
28	10	DE16	Pond 10, Southwest corner of Hibiscus & 129th St. N.
28	10	DE17	Pond 11, NW corner Hibiscus & 129th St. N.
28	10	DE18	Pond 12, NE corner Hibiscus & 129th St. N.
28	10	DE19	Pond 13, West side of 129th St. N, 165' S of Hibiscus
28	10	DE20	Pond 14, East side of 129th St. N, 165' S of Hibiscus
28	10	DE21	Pond 15, West side of 129th St. N, 230' S of Hibiscus
28	10	DE22	Pond 16, Northeast corner of 129th St. N & Hibiscus
28	10	DE23	Pond 17, 100ft South of Poinsetta @ Dead end West of 129th St. N.
28	10	DE24	Pond 18, Southside of Poinsetta, 230' West of 129th St. N.
28	10	DE25	Pond 19, Southside of Poinsetta, 155' West of 129th St. N.
28	10	DE26	Pond 19A, Southside of Poinsetta, 115' West of 129th St. N.
28	10	DE27	Pond 19B, Southside of Poinsetta, 80' West of 129th St. N.
28	10	DE28	Pond 20, West side of 129th St. N, 30' South of Poinsetta
28	10	DE29	Pond 21, East side of 129th St. N, 30' South of Poinsetta
28	10	DE30	Pond 21A, Southside of Poinsetta, 80' East of 129th St. N.
28	10	DE31	Pond 22, Southside of Poinsetta, 300' East of 129th St. N.
28	10	DE32	Pond 23, Southside of Poinsetta, 570' East of 129th St. N.
28	10	DE6	Pond 1, East side 131 <sup>st</sup> St. N, 110' S of 74th Ave N.
28	10	DE7	Pond 2, East side 131 <sup>st</sup> St. N, 250' S of 74th Ave N.
28	10	DE8	Pond 3, East side 131 <sup>st</sup> St. N, 320' S of 74th Ave N.
28	10	DE9	Pond 4, East side 131 <sup>st</sup> St. N, 480' S of 74th Ave N.
28	13	WL48	NE corner 77th Avenue N & 140th St. N (Ret. Basin A)
28	13	WL49	Between on-off Ramp at Gulf Blvd. (Ret. Basin B)
30	08	WL26	North side 65th Avenue N., 200' W of 31st Street N.
30	11	DE99	North of "T" end of 43rd Street, North at 60th Avenue N.
31	02	DE34	SE Corner Snug Harbor & Plaza Commercio Drive
31	02	DE35	North side Plaza Commercio Drive, 75' East of Snug Harbor
31	02	DE36	North side Plaza Commercio Dr., 95' East of Snug Harbor
31	02	DE37	North side Plaza Commercio Dr., 195' East of Snug Harbor
31	02	DE38	North side Plaza Commercio Dr., 285' East of Snug Harbor
31	02	DE39	North side Plaza Commercio Dr., 325' East of Snug Harbor
31	02	DE40	North side Plaza Commercio Dr., 355' East of Snug Harbor

Basin Ref. #	Project #	Pond ID	Pond Site
31	02	DE41	North side Plaza Comercio Dr., 505' East of Snug Harbor
31	02	DE42	North side Plaza Comercio Dr., 555' East of Snug Harbor
31	02	DE43	North side Plaza Comercio Dr., 605' East of Snug Harbor
31	02	DE44	South side Plaza Comercio Dr., 305' East of Snug Harbor
31	02	DE45	South side Plaza Comercio Dr., 395' East of Snug Harbor
31	02	DE46	South side Plaza Comercio Dr., 455' East of Snug Harbor
31	02	DE47	South side Plaza Comercio Dr., 535' East of Snug Harbor
31	02	DE48	South side Plaza Comercio Dr., 595' East of Snug Harbor
35	08	DE49	North side 50th Ave N, 200' West of 52nd St. N.
35	08	SS9	50th Avenue -300' West of 52nd Street N. (Replaces M38)
35	27	WE6	SW Corner 70th Avenue & 78th Street N.
35	30	WL36	Joe's Creek, from RR Trestle West for 1800'
35	35	WL110	North side of 52nd Avenue N. @ 70th Street (Pond 1)
36	05	DE51	Swale 1, North side 44th Avenue N., 250' West of 78th St. N.
36	05	DE52	Swale # 2, South side 44th Avenue N., 140' West of 78th St. N.
36	05	DE53	Swale # 3, North side 44th Avenue N., 125' West of 78th St. N.

## EXHIBIT 3

## ADOPTABLE PINELLAS TRAIL ADOPT-A-MILE SEGMENTS

Trail Mile	Decal Range	Trail Boundary Limits (From & To)	Assigned
1	0000-0024	Demens Landing/Bayshore Dr. to between 10 <sup>th</sup> St. & 11 <sup>th</sup> St.	
2	0024-0051	Between 10 <sup>th</sup> St. & 11 <sup>th</sup> St. to Between 24 <sup>th</sup> St. & 25 <sup>th</sup> St.	
3	0051-0068	Between 24 <sup>th</sup> St. & 25 <sup>th</sup> St. to 34 <sup>th</sup> St. / US Hwy 19	
4	0068-0091	34 <sup>th</sup> St. / US Hwy 19 to 46 <sup>th</sup> Street	
5	0091-0108	46 <sup>th</sup> Street to Braddock St. S. (east of 55 <sup>th</sup> Street)	
6	0108-0135	Braddock St. S. (east of 55 <sup>th</sup> St.) to La Plaza Ave. S., (east of 66 <sup>th</sup> St.)	
7	0135-0156	La Plaza Avenue S (east of 66 <sup>th</sup> St.) to 5 <sup>th</sup> Avenue N.	
8	0156-0178	5 <sup>th</sup> Avenue N. to 22 <sup>nd</sup> Avenue N.	
9	0178-0197	22 <sup>nd</sup> Avenue N. to 76 <sup>th</sup> Avenue N.	
10	0197-0216	76 <sup>th</sup> Avenue N. to 85 <sup>th</sup> Lane N. (west of Park St.)	
11	0216-0231	85 <sup>th</sup> Lane N. (west of Park St.) to 250 feet east of 95 <sup>th</sup> Street N.	
12	0231-0250	250 feet east of 95 <sup>th</sup> St. N. to 104 <sup>th</sup> St. N. / 62 <sup>nd</sup> Terrace N.	
13	0250-0270	104 <sup>th</sup> Street N. / 62 <sup>nd</sup> Terrace N. to about 550 feet west of 113 <sup>th</sup> St.	
14	0270-0289	About 550 feet west of 113 <sup>th</sup> St. to between 85 <sup>th</sup> Ave. & 85 <sup>th</sup> Terrace N.	
15	0289-0306	Between 85 <sup>th</sup> Terrace N. & 85 <sup>th</sup> Terrace N. to 99 <sup>th</sup> Ave. N.	
16	0306-0324	99 <sup>th</sup> Ave. N. to 114 <sup>th</sup> (about 1100 feet south of Walsingham)	
17	0324-0340	114 <sup>th</sup> (about 1100 feet south of Walsingham) to 130 <sup>th</sup> Avenue N.	
18	0340-0362	130 <sup>th</sup> Avenue N. to 11 <sup>th</sup> Court SW (about 1050 ft. south of 8 <sup>th</sup> Ave. SW	
19	0362-0379	11 <sup>th</sup> Court SW (about 105 feet south of 8 <sup>th</sup> Ave. SW) to 4 <sup>th</sup> Ave. NW	
20	0379-0397	4 <sup>th</sup> Ave. NW to Ponce De Leon Blvd.	
21	0398-0414	Ponce De Leon Blvd. to 200 feet south of Corbett Street / A Street	
22	0414-0429	200 feet south of Corbett Street / A Street to Court Street	
23	0430-0447	Court Street to Cedar Street	
24	0447-0464	Cedar Street to Cardova Lane (300 feet south of Sunset Point Rd.)	
25	0646-0480	Cardova Lane (300 ft. south of Sunset Point Rd) to 420 feet south of Beltrees St.	
26	0480-0496	420 feet south of Beltrees St., to 140 feet north of Jackson Street	
27	0496-0511	140 feet north of Jackson Street to Mira Vista Drive	
28	0512-0528	Mira Vista Drive to 120 feet north of Trade Winds Drive	
29	0528-0545	120 feet north of Trade Winds Dr. to 700 feet south of Shore Drive/Orange St.	
30	0545-0562	700 feet south of Shore Drive/Orange St. to Pennsylvania Ave./Virginia Ave.	
31	0562-0580	Pennsylvania Ave./Virginia Ave. to about 150 feet south of Hidden Lake Blvd.	
32	0580-0597	About 150 feet south of Hidden Lake Blvd. to 200 feet south of Sage Road	
33	0597-0615	200 feet south of Sage Road to 350 feet south of Alt. US 19 underpass	
34	0615-0631	350 feet south of Alt. US 19 underpass to 600 feet south of Klosterman Road	
35	0631-0648	600 feet south of Klosterman Road to 1040 feet south of Meres Blvd.	
36	0648-0662	1040 feet south of Meres Blvd. to Cypress Street	
37	0662-0679	Cypress Street to Elfers Spur	
38	0679-0697	Elfers Spur to "end" 1050 feet north of Keystone Road	

**EXHIBIT 4**

**SAMPLE  
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter called the CONTRACTOR and \_\_\_\_\_, hereinafter called the ADOPTING GROUP.

**WITNESSETH**

WHEREAS the following general description of the Mile and/or Pond, including landmarks is:

\_\_\_\_\_  
\_\_\_\_\_

WHEREAS the State Legislature through the Solid Waste Management Act of 1988 (F.S. 403.4131, Section 55(I) has encouraged the implementation of litter removal programs such as the Adopt-A-Program.

WHEREAS CONTRACTOR is a non-profit environmental corporation, has been charged with developing and implementing the Adopt-A-XXX and is dedicated to implementing these incentive programs county-wide to motivate and educate citizens, local organizations, local governments, businesses and others interested in participating in litter prevention program activities.

WHEREAS the ADOPTING GROUP is desirous in adopting roadways and ponds maintained by the Pinellas County Public Works Department for the purpose of litter and debris removal,

NOW, THEREFORE, for the good and valuable consideration, the parties agree as follows:

A. CONTRACTOR shall:

1. Administer and provide countywide coordination of these programs.
2. Collect and evaluate clean-up and various other report forms.
3. Provide official Adopt-A-Program recognition for the Adopting Group.
4. Provide guidelines and safety materials, to include: safety presentation, safety vests, gloves, and instruction and litter bags prior to cleanup activities for use by Adopting Group, as needed.
5. Provide access to any secured property for litter removal purposes by coordinating with the Pinellas County Representative.
6. Provide and maintain liability insurance coverage for Adopting Groups as required by ITB document, Section C – Insurance Requirements, Paragraph (g).
7. Coordinate the erection of County provided Adopt-A-Program signage at the adopted area noting the Adopting Group name with Pinellas County.
8. Assist the Adopting Group in assuring compliance with all requirements under this Agreement and to ensure a successful program.

B. ADOPTING GROUP shall:

- 1. Adopt a minimum of 1 mile or 1 pond.
- 2. Remove litter and debris at least four (4) times each year, (preferred once each calendar quarter). One shall occur in the fall (September - October) to coincide with the International Coastal Cleanup and another in the spring (March - May) to coincide with the National Great American Cleanup, whenever practical.
- 3. Attend safety presentations/briefings and pre-task briefings prior to litter removal activities and ensure participants always wear safety vests .
- 4. Perform litter and debris removal in strict accordance with the environmental and safety requirements provided by Contractor as outlined in the safety briefing guidelines provided. All litter removal activities shall be during daylight hours and in good weather conditions.
- 5. Dispose of bagged trash properly and recycle appropriate debris.
- 6. Appoint an adult Group Representative for the Adopting Group with a minimum of one adult supervision per 5 youths. Youths must be at least eleven (11) years of age.
- 7. Notice Contractor at least seven (7) working days prior to your cleanup event, when possible.
- 8. Complete and send "Cleanup Data Sheet" to Contractor within five (5) days after the cleanup event.
- 9. Protect and respect all property and natural resources.

C. The Agreement shall remain in effect for a two-year period. The Adopting Group may add miles or ponds to this Agreement prior to expiration by use of a "letter of amendment" as approved by Contractor. The Contractor or Adopting Group may terminate this Agreement for any reason upon thirty (30) days written notice. Contractor reserves the right to terminate this agreement for non-compliance with stated terms at any time.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first written above. They certify that they are familiar with the information contained in this agreement and that they possess the authority to execute this Agreement.

ADOPTING GROUP \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ (GROUP Representative)

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name)

CONTRACTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Program Director)

EXHIBIT 5

SAMPLE

RENEWAL LITTER REMOVAL AGREEMENT

The ADOPT-A-PROGRAM AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, referred to as the CONTRACTOR and \_\_\_\_\_, referred to as the ADOPTING GROUP is changed as described herein.

The ADOPTING GROUP, by signature below, accepts a two (2) year renewal of the existing ADOPT-A-PROGRAM AGREEMENT.

Except as modified by this Renewal, all provisions of the original Agreement, shall remain in full force and effect. This Renewal is effective this \_day of \_\_\_\_\_20\_\_\_\_.

In support of this Renewal, the ADOPTING GROUP hereby requests the following items:

- Copy of original Agreement
- Re-issue Official Adopt-A-Program Folder
- Replacement Safety Vests. Quantity \_\_\_\_\_
- Replacement Gloves. Quantity \_\_\_\_\_
- Trash Bags
- Litter Removal Forms

ADOPTING GROUP Representative \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ Date \_\_\_\_\_

RENEWAL DECLINED

The ADOPTION GROUP, by signature below, hereby declines to renew the ADOPT-A-PROGRAM AGREEMENT.

Group Representative \_\_\_\_\_ Date \_\_\_\_\_

**Note: If declining this renewal, then please indicate as such and return in the self-addressed envelope.**

EXHIBIT 6

SAMPLE SIGN REQUEST

- Δ Install new KEEP PINELLAS COUNTY BEAUTIFUL sign(s)
- Δ Remove KEEP PINELLAS COUNTY BEAUTIFUL sign(s)
- Δ Add sign: TO ADOPT PLEASE CALL XXX-XXXX
- Δ Replace sign with new sponsor sign: TO ADOPT PLEASE CALL XXX –XXXX
- Δ Change existing Sponsor sign (be specific)
- Δ Add Sponsor sign
- Δ Remove Sponsor sign

Δ Other:

Sign Location: \_\_\_\_\_

**Sample:** *North bound Forest Lakes Blvd. just North of Tampa Road and West/South bound Forest Lakes Blvd. just West of Traverner Circle (install new sign, sponsor sign and "To Adopt Please Call xxx-xxxx.*

Sponsor: \_\_\_\_\_

**Sample:** *Gateway Community Church Youth Ministry*

Please return a copy of this memo to the County Representative upon completion of the requested action.

Date Completed: \_\_\_\_\_

It is preferable that this form be sent to the County Representative in an electronic format over the internet.

**EXHIBIT 7 SAMPLE  
ADOPTION RECORD - ADOPT-A-MILE / POND / TRAIL**

<b>ADOPTING GROUP NAME</b>		<b>GROUP NAME FOR SIGN</b>				<b>CONTACT</b>	
<b>MAILING ADDRESS:</b>							
<b>PHYSICAL ADDRESS:</b>							
<b>ADOPTION DATE</b>		<b>Phone</b>		<b>FAX</b>			
<b>INSURANCE COMPANY</b>						<b>Expire Date</b>	
<b>TRAINING</b>	<b>Individuals Trained</b>				<b>Initial Training Date</b>		<b>Last Training Date</b>
<b>SITES ADOPTED</b>	<b>Reference #</b>	<b>Roadway/Pond/Trail Name</b>	<b>From</b>	<b>To</b>	<b>Miles / Acres</b>	<b>Date Adopted</b>	<b>Status Active/Inactive/Dropped</b>
<b>LITTER PICKUP DATES &amp; REPORTS</b>	<b>Pickup Date</b>		<b>Volunteer Quantity</b>		<b>Lbs. Collected (weighed)</b>		<b>Lbs. Collected (estimated)</b>
	1						
	2						
	3						
	4						
	5						
	6						
<b>COMMENTS</b>							
		<b>Signs should be installed after 1<sup>st</sup> Pickup Event</b>					



**EXHIBIT 8 SAMPLE  
 QUARTERLY LITTER REMOVAL REPORT – ADOPT-A-MILE / POND / TRAIL**

Quarter of \_\_\_\_\_ to \_\_\_\_\_

Adoption Group Name	Road / Pond / Trail Name & Limits To/From	Road Reference # of Exhibits 1 – 3	Segment #	Pickup Date	Volunteers	Lbs. Collected (weighed)	Lbs. Collected (estimate)
SAMPLE: ABCD Group	Pond #21 – ES of 129th St N	DE029	N/A	5/21/19	2	10	
SAMPLE: ABCD Group	113th St. N.-Ulmerton Rd.-Baskin Rd.	321C2	2	5/21/19	10	55	

\*\* All reported roads / ponds / trail must be referenced by the designed Reference ID\*\*





<b>3. Litter Program Management - Litter Cleanup Activities</b>				
Date	Cleanup Site	Volunteers	Pounds Disposed	Pounds Recycled
<b>Totals</b>				
<b>4. Litter Program Management - Litter Awareness &amp; Prevention Programs</b>				
Date	Program Name	Audience Name	Group Size	Notes
<b>Totals</b>		<b>N/A</b>		<b>N/A</b>

**ANNUAL REPORT LITTER CONTROL PROGRAM**

**DEPARTMENT OF SOLID WASTE**

<b>Litter Program Management – Community Improvement Index Survey</b>
a. Litter location(s) surveyed:  b. Attach results of Litter Index

**SAMPLE MONTHLY REPORT**

<b>1. Litter Hotline Calls (Include disposal receipts)</b>								
<b>Date Reported</b>	<b>Reported Location</b>	<b>Description (of material)</b>	<b>Outcome *</b>	<b>Weight (lbs.)</b>	<b>Disposal Location</b>	<b>Tipping Fee</b>	<b>Days to Respond</b>	<b>Days until Removed</b>
1/3/20	NW Corner of Alderman Rd and Belcher Rd	Road hazard/sofa in road	KPB removed hazard	1,500	Pinellas County Solid Waste	\$29.81	0	0
2/4/20	4 St N @ Gateway near I275	Shopping carts	KPB removed	210	Trademark Metals	\$0	1	1
12/1/20	51st Ave N & Forest Meadows Ln N	Furniture, clothes, litter	KPB removed	250	Pinellas County Solid Waste	\$4.97	0	1
	<b>Total Hotline Calls:</b>			<b>Total Weight</b>			<b>Average Days to Responds</b>	<b>Average Days to Remove</b>
<b>Totals</b>	3			1,900			0.3	0.6
<b>2. Report-An-Issue (SeeClickFix) (Include disposal receipts)</b>								
<b>Date</b>	<b>Reported Location</b>	<b>Description (of material)</b>	<b>Outcome*</b>	<b>Weight (lbs.)</b>	<b>Disposal Location</b>	<b>Tipping Fee</b>	<b>Days to Respond</b>	<b>Days until Removed</b>
5/7/20	ROW, 94 <sup>th</sup> Ave & 85 <sup>th</sup> St. N., Seminole	Trees debris & stumps	KPB removed	3,500	Pinellas County Solid Waste	\$69.56	0	2
6/12/20	ROW, 46 <sup>th</sup> Ave N. & 35 <sup>th</sup> St. N., St. Petersburg	Wet mattress	KPB removed	200	Pinellas County Solid Waste	\$3.96	0	1
7/3/20	SE Corner of County Rd 1 and N. Quail Drive	Couch and mattress	KPB Removed	400	Pinellas County Solid Waste	\$7.92	1	1
	<b>Total SeeClickFix Reports:</b>			<b>Total Weight</b>			<b>Average Days to Responds</b>	<b>Average Days to Remove</b>
<b>Totals</b>	3	N/A		5,900			0.3	1.3

<b>3. Litter Program Management - Litter Cleanup Activities</b>				
<b>Date</b>	<b>Cleanup Site</b>	<b>Volunteer</b>	<b>Pounds Disposed</b>	<b>Pounds Recycled</b>
1/15/20	Upham Beach, St. Petersburg	10	200	25
3/17/20	St. Petersburg Great American Cleanup	50	500	0
3/17/20	Clearwater Great American Cleanup	40	400	75
12/2/20	Ft. DeSoto	100	500	50
<b>Totals</b>	<b>2 Great American Sites / 2 Community cleanup</b>	<b>200</b>	<b>1600</b>	<b>150</b>

<b>4. Litter Program Management - Litter Awareness &amp; Prevention Programs</b>				
<b>Date</b>	<b>Program Name</b>	<b>Audience Name</b>	<b>Group Size</b>	<b>Notes</b>
1/4/20	Preventing Litter at Work	St. Pete Chamber Commerce	50 adults	
2/14/20	Elementary	Elementary School	150 children 5 adults	
3/3/20	Litter Free Event	Country Jubilee	3000 children 3150 adults	Coordinated recycling & litter w/ PC Ext & PCU
<b>Totals</b>	<b>3 programs</b>	<b>N/A</b>	<b>3150 children</b> <b>3205 Adults</b>	<b>N/A</b>

**SAMPLE ANNUAL REPORT**

<b>Litter Program Management – Community Improvement Index Survey</b>
a. Litter location(s) surveyed: Joe’s Creek, Lake Maggiore, Clam Bayou, Anclote River, Allen’s Creek, Cross Bayou
b. Attach results of Litter Index