

**WAKULLA COUNTY
ADOPT-A-ROAD
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and

between Wakulla County, Florida, hereafter called the **COUNTY**, and

(Group/individual/organization*as it will appear on your road sign)

of : (Street Address)_____

(City)_____, (St)____, (Zip)_____, hereafter called the **GROUP**.

WITNESSETH

WHEREAS: (name of street/road & location)

_____ is

part of the County road system of Wakulla County, Florida.

WHEREAS: the County is authorized to contract with the private sector for services.

WHEREAS: the Legislature has encouraged the implementation of an “Adopt-A-Road”

program for the participation of local citizens and organizations in specific

highway litter removal projects through Section 403.4131(4)(b), Florida Statutes.

WHEREAS: the GROUP desires to adopt and remove litter from (beginning point to ending point)

_____ to

NOW, THEREFORE: for and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

I.

THE GROUP SHALL:

- A. Be responsible for a minimum of 2-miles of a road or combination of shorter roads totaling the minimum for litter remover and shall remove litter at least quarterly. Two of these cleanups must coincide with Keep America Beautiful “Great American Cleanup” in March, April and May and with the “International Coastal Cleanup” the 3rd Saturday in September.
- B. Perform litter removal in strict accordance with good safety practices and the County’s safety procedures and requirements.

- C. Shall report ALL activities of removal via email to keepwakullabeautiful@gmail.com after each litter removal activity. Including total number of hours spent, number of volunteers, number of bags and approximate weight of materials removed. (a kitchen size bag is estimated at 20 pounds)
- D. Remove litter during daylight hours only.
- E. Remove litter during good weather conditions only.
- F. Arrange for an appropriate litter removal schedule with the Keep Wakulla County Beautiful (KWCB), Adopt-A-Road Coordinator.
- G. Not pick up litter at construction or maintenance sites, in tunnels, on bridges or overpasses, or on medians.
- H. Only allow such persons to participate as are determined by the GROUP to be responsible enough to participate safely in the removal activities.
- I. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
- J. Not wear clothing, which would hinder the visibility of participants.
- K. Properly transport and dispose of litter you collect either in your residential receptacle or take to the Landfill on MLK during regular hours of operation.

THE COUNTY SHALL:

- A. Provide sufficient permanent Adopt-A-Road signs (through KWCB), to identify the road segment or combinations adopted.
- B. Remove certain litter under unusual circumstances, (i.e., large, heavy, or hazardous items).

KEEP WAKULLA COUNTY BEAUTIFUL SHALL:

- A. Provide gloves, large trash bags and 2 “pickers” per group.

II.

The GROUP covenants and agrees that it will indemnify and hold harmless and defend Keep America Beautiful, Inc., Keep Wakulla County Beautiful, Inc. and any maintaining agencies and the County, municipalities and all their officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission or act of commission by the GROUP or any of its individuals during the performance of the agreement, whether direct or indirect, and whether to any person or property of the County or said parties may be subject.

III.

The agreement shall remain in effect for a period of 2 years and can be renewed upon written request. Either the County or the Group may terminate this agreement for any reason upon 30 days written notice.

IV.

This agreement is non-transferable and non-assignable in whole or in part without the express written consent of the County in advance.

V.

This agreement is for litter removal activities only. No beautification activities are permitted by this agreement and must be pursued by another method.

VI.

KWCB, Inc. shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this agreement, the prosecution of fulfillment of the services hereunder and the character, quality, amount thereof and the decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF: the parties hereto have caused this agreement to be executed the day and year first written above.

WAKULLA COUNTY, FLORIDA

BY: _____
(Chairman – Board of County Commissioners)

DATE: _____

ATTEST:

Brent X. Thurmond, Clerk of the Circuit Court

BY: _____
(Deputy Clerk)

DATE _____

I CERTIFY that I am familiar with the information contained in this agreement and that I possess the full authority to execute this agreement on behalf of the **GROUP**.

NAME OF THE GROUP: _____

BY: _____
(Group Representative)

DATE _____

Contact information:

PRINT NAME OF RESPONSIBLE PARTY(i.e. John Smith)

*Email address: _____

*Phone number: () _____ business

() _____ cell () _____ other

* Required