

ADOPT-A-ROAD
LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the Columbia County Board of County Commissioners, a political subdivision of the State of Florida hereinafter called the "County" and

(Name of group representative)

Of _____
(Name of group)

Hereinafter called the "Group".

WITNESSETH

WHEREAS; _____ is part of the County Highway System in Columbia County, Florida.
(name of road)

WHEREAS; the County has responsibility for operation and maintenance of the County highway system.

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

WHEREAS; the County has encouraged the implementation of an "Adopt-A-Road Program" for this participation of local organizations in specific highway litter removal projects.

WHEREAS; the Group is desirous of adopting a minimum of two miles of highway to remove litter at

(Section of road to adopt)

NOW THEREFORE; the parties agree as follows:

THE GROUP SHALL:

- A. Adopt a minimum of a two-mile section of right-of-way adjacent to the highway for litter removal at least four times a year.
- B. Perform litter removal in strict accordance with the County's Safety Recommendations.
- C. Shall conduct and attend safety meetings and pre-task briefings prior to litter removal.
- D. Remove litter during daylight hours only.
- E. Remove litter during good weather conditions only.
- F. Contact the County Adopt-A-Road Program Coordinator to arrange an appropriate litter removal schedule, which will not conflict with County mowing schedules.
- G. Ensure that all participants wear orange safety vests at all times during the litter removal activity. The County should be contacted to obtain safety vests, traffic control signs and large plastic bags prior to litter removal activity and return same when activity is complete.
- H. Not pick up litter at construction or maintenance sites, in tunnels, on bridges or overpasses, or on medians.
- I. Only allow such persons and such youths to participate as are determined by the Group to be responsible and mature enough to safely participate in the litter removal activities. The Group will provide at least one adult supervisor for every 5 youths under age 15 who are participating in the litter removal activity.
- J. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
- K. Not wear clothing, which would hinder the sight of participants.

THE COUNTY SHALL:

- A. Provide permanent Adopt-A-Road Program signs at beginning and end of the adopted highway section.
- B. Provide safety vests, traffic control signs and large plastic bags for use by the group.
- C. Remove large plastic bags from adopted highway and place at specific locations.
- D. Remove certain litter under unusual circumstances (i.e., large, heavy or hazardous items).

The Group covenants and agrees that it will indemnify and hold harmless the County, 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 by the Group during the performance of the agreement, whether direct or indirect, and whether to any person or property to which County or said parties may be subject, except that neither Group nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County, and their officers, employees or agents.

The County or Group may terminate this agreement for any reason upon 30 days notice.

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

This agreement is for litter removal activities only. Any beautification activities must be pursued by another method.

The Board of County Commissioners' Chairman 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 and value thereof and his decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

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

I CERTIFY that I am familiar with the information contained in this agreement and that I possess the authority to execute this agreement of the Group.

NAME OF GROUP: _____
—

BY: _____
(signature of group representative)

DATE: _____

PRINT NAME: _____

ADDRESS: _____

PHONE #: _____

COLUMBIA COUNTY, FLORIDA

BY: _____

DATE: _____

ATTEST: _____

CLERK OF COURT