



Adopt-A-Road Litter Removal Agreement



THIS AGREEMENT, is made and entered into this _____ day of _____ 20 _____, by and between MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS hereinafter called the 'COUNTY' and KEEP MARTIN BEAUTIFUL hereinafter called 'KMB' and _____ hereinafter called the 'TEAM'.

WITNESSETH

WHEREAS, _____ is a part of the Road System in Martin County, Florida,

WHEREAS, the COUNTY is authorized to contract with the private sector for performance of County's duties,

WHEREAS, the COUNTY has encouraged the implementation of an 'ADOPT-A-COUNTY ROAD' program (hereinafter called 'AAR') for the participation of local organizations and individuals in specific road litter removal projects.

WHEREAS, KMB has agreed to act as the administrator of the 'Adopt-A-Road' program,

WHEREAS, the TEAM is desirous of adopting a minimum of 1 mile of roadway to remove litter from _____ to _____

NOW, THEREFORE, the parties agree as follows:

THE TEAM SHALL:

- A. Pay an annual program fee dependent on the type of group (see the AAR Application Form for specific fees). After the first year of adoption, a 10% discount may be provided to groups that complete all requirements hereafter referred to as being "in good standing"
- B. Adopt a _____ mile section of right of way adjacent to the road (hereinafter called the ROAD)
- C. Remove litter at a minimum of six (6) times a year, and additional times if necessary, with the goal being to keep the ROAD as clean and litter free as possible
- D. Complete and return an AAR Cleanup Report Form to KMB after each cleanup
- E. Review and adhere to Department of Transportation (DOT) safety recommendations and accident prevention procedures provided to TEAM by KMB [we need a copy of the information and must add it to our Application mailing and reflect the additional in our cover letter]
- F. Ensure that at least two (2) participants wear safety vests at all times during the litter removal activity
- G. Only remove litter during daylight hours
- H. Not remove litter during inclement weather
- I. Not pick up litter at the following locations: construction or maintenance sites, bridges or overpasses, or medians.
- J. On four-lane roads or larger, allow only such persons to participate as determined by the TEAM to be responsible enough to safely participate in the litter removal activities.
- K. The TEAM shall provide at least one adult supervisor for youths under 18 who participate in a litter removal activity

THE COUNTY SHALL:

- A. Provide permanent Adopt-A-Road signs at the beginning and end of the adopted ROAD upon approval of Application (approximately 45 days)
- B. Revise, remove and relocate Adopt-A-Road signs as needed, if:
 - (a) TEAM desires to adopt a different roadway, or share clean-up of existing ROAD with another TEAM
 - (b) Signage is damaged or destroyed due to traffic accident, natural disaster or some other occurrence
 - (c) If TEAM , COUNTY or KMB terminates this agreement for any reason
- C. Upon request, assist TEAM and KMB in coordinating removal of bags of litter from the ROAD.
- D. Upon request, assist TEAM in removing particular debris that may require special handling (i.e., large, heavy or hazardous items).

KMB SHALL:

- A. Administer the Adopt-A-Road program including, but not limited, to the following responsibilities:
 - (a) recruitment of new TEAMS
 - (b) maintaining contracts and waste records
 - (c) contract renewals
 - (d) coordinating waste removal efforts
- B. Promote the AAR program to Martin County businesses, residents, and non-profit organizations
- C. Provide trash bags, and pick-up sticks (if available), and a minimum of two (2) safety vests for use by the TEAM
- D. Contact the TEAM with the renewal contract 60 days prior to the contract expiration
- E. Review performance of AAR Teams and terminate contracts for non-performing TEAMS and TEAMS that do not provide annual payment of program administration fee
- F. Coordinate with the COUNTY for litter and debris removal as needed

II.

The TEAM covenants and agrees that it will indemnify and hold harmless the COUNTY and KMB, any maintaining agencies and all their officers, agents and employees from any claim, loss, damage, cost, charge of expense arising out of any act, action neglect or omission by the TEAM during the performance of the agreement, whether direct or indirect, and whether to any person or property to which COUNTY, KMB or said parties may be subject, except that neither TEAM 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, KMB, any maintaining agencies, and all their officer, employees or agents.

III.

The Agreement shall remain in effect for a **one (1) year period**. The COUNTY, KMB, or the TEAM may terminate this agreement for any reason upon thirty (30) days written notice. The COUNTY, KMB, or the TEAM may elect to renew this Agreement upon approval by all parties sixty (60) days prior to the expiration date of this Agreement.

IV.

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

V.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on 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 on behalf of the TEAM.

NAME OF TEAM: _____

BY: _____ **TITLE:** _____
Team Representative

DATE: _____

MARTIN COUNTY TRANSPORTATION PLANNING DEPARTMENT

BY: _____ **DATE:** _____
Transportation Planning Administrator

KEEP MARTIN BEAUTIFUL, INC.

BY: _____ **DATE:** _____
KMB Representative



**Keep Martin Beautiful
Adopt-A-Road Litter Removal Program
Application Form**

GENERAL INFORMATION:

Please indicate the type of TEAM that wishes to participate in the Adopt-A-Road program, Note the administration fee that must accompany your application form:

- \$50 Individual/Family/Youth Group/School
- \$100 Civic Group/Non-Profit Organization/Homeowners or Property Owners Assoc.
- \$250 Business- Small (less than 10 employees)
- \$500 Business- Large (more than 10 employees)

Name (of TEAM): _____

Address: _____

Phone: _____ Email: _____

Contact Person: _____

Phone: _____ Fax: _____

Email: _____

ADOPTION INFORMATION:

County Road Name: _____ Est. # of miles _____

Road Location: (indicate cross streets) From: _____ To: _____

Estimated number of participants (volunteers) _____

Clean-up schedule dates: _____
 (min. of 6 per year) _____
 (optional) _____

APPLICANT STATEMENT:

On behalf of _____ (TEAM), I have read and agree to the procedures for the Keep Martin Beautiful Adopt-A-Road Litter Removal Program. I understand the hazardous nature of the work which is to be performed and take responsibility for the Team's participation in the program.

 Applicant's signature Title Date

Application approved: KMB Rep _____ Date: _____

Please complete this form and return it with your signed contract and check made payable to:

**Keep Martin Beautiful
1251 SW 27th Street, Ste. 4
Palm City, Florida 34990**

For more information contact KMB at 772-781-1222 or at info@keepmartinbeautiful.org