

ST. JOHNS COUNTY, FLORIDA

“Adopt A” Litter Removal Agreement

THIS AGREEMENT, made and entered into this 15th day of February, in the year 2016, by and between the Board of County Commissioners of St. Johns County, Florida, hereafter called the COUNTY, and Rotary Club of Bartram Trail – Rotary District 6970 hereafter called the GROUP.

WITNESSETH

WHEREAS Racetrack Road is a part of a COUNTY maintained road, park or physical property in St. Johns County, Florida; and

WHEREAS the COUNTY has responsibility for operation and maintenance of the County road system and other physical property under its jurisdiction; and

WHEREAS the Florida Legislature supports the participation of local groups and individuals in litter removal projects as referenced in section 403.4131(4)(b), Florida Statutes; and

WHEREAS Keep St. Johns County has established opportunities for citizens to “adopt” local roads and other public properties for the purposes of litter abatement and beautification; and

WHEREAS the GROUP desires to adopt the following site for litter abatement:

NOW, THEREFORE, the COUNTY and GROUP agree as follows:

THE GROUP SHALL:

- A. Clean the referenced site a minimum of once every three months;
- B. Review or distribute the “Safety Guidelines” to all volunteers prior to clean-up activities;
- C. Remove litter during daylight hours only and during good weather conditions only;
- D. Ensure that all road right of way/bridge clean-up volunteers wear safety vests;
- E. Allow only such persons to participate as are determined by the GROUP to be responsible enough to engage in litter removal activities. Participating minors must be at least 8 years of age and the GROUP shall provide at least one adult to supervise every five minor participants aged 8-18.
- F. Place temporary traffic awareness signs as provided on each end of any adopted road segment;
- G. Clean the GROUP’S permanent signage as needed, including vegetation at sign base;
- H. Complete and submit a “Litter Removal Report” form to the COUNTY after each clean-up event.

THE COUNTY SHALL:

- A. Upon request by the GROUP, provide and install permanent signs, with COUNTY- approved wording, at the clean-up site;
- B. Provide forms, safety vests, traffic control signs and trash bags to the GROUP;
- C. Remove trash bags and accumulated debris from the adopted site.

LITTER REMOVAL AGREEMENT – PAGE 2

I. The GROUP covenants and agrees that it will indemnify and hold harmless the COUNTY, and all its 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 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 its officers, employees, or agents acting within the scope of this agreement.

II. Either party may terminate this Agreement for any reason upon thirty (30) days written notice. Such notice shall be delivered to the following:

For the COUNTY: St. Johns Co. Solid Waste Dept., 3005 Allen Nease Rd., Elkton, FL 32033

For the GROUP: Rotary Club of Bartram Trail – Rotary District 6970

III. This Agreement is non-transferable in whole or in part without the written consent of the COUNTY.

IV. This Agreement is for litter removal activities only. Any beautification activities are not included and must be pursued by another method.

V. All notices shall be given to the person listed below, who shall be designated as the GROUP contact:

Print name here: Denise R Jones

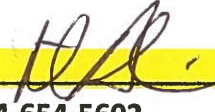
Print address here: 12646 San Jose Blvd Jacksonville, FL 32223

IN WITNESS THEREOF, the parties hereto have caused these presents 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 GROUP:

Print name: Michael Andreoni

Signature: _____



Date: February 15, 2016

Telephone: 904-654-5602

NAME OF GROUP as it should appear on the personalized sign plate (the sign is 6" X 24"):

Rotary Club of Bartram Trail – Please see the updated logo

ST. JOHNS COUNTY AUTHORIZATION: _____

Print name: _____ Date: _____

ATTACHMENT A

In the event that the Group intends to use a contractor or other reimbursed service provider to clean the adopted road segment, the Group shall provide to the County the following information:

Name of non-volunteer contractor/service: Not Applicable

Address: _____

Telephone number: _____

E-mail address: _____

A notarized copy of the contractor/service company Certificate of Additional Insured shall be provided to the County in advance of any activity by non-volunteer workers on the adopted road segment. This Certificate shall be renewed on a yearly basis. In the event that the non-volunteer service provider is acquired by another entity or changes its legal name for any reason, a new Certificate of Additional Insured shall be provided to the County before any clean-up activity occurs.

By my signature below, I affirm that I am the Contact Person for the Group and that I understand and agree to the provisions of ATTACHMENT A.

SIGNED: _____

PRINT NAME: _____

DATE: _____

ATTACHMENT B

NAME OF GROUP as it should appear on the personalized sign plate (the sign is 6" X 24"):

Rotary Club of Bartram Trail – Updated logo

Rotary
Club of Bartram Trail



Schedule is the Second Saturday in March, June, Sept and December.

- **March 12th**
- **June 11th**
- **September 10th**
- **December 10th**