

**ADOPT -A-SHORE
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT, entered into on the ____ day of _____, 2016, by and between Keep Lee County Beautiful, Inc., and the property owner (private owner or association, federal, state, county, or city government): the State of Florida, (telephone number n/a) hereinafter called the PROPERTY OWNER and the group (group representative and title and address)

(telephone number) _____ hereinafter called the GROUP.

WITNESSETH:

WHEREAS the following legally described property _____ owned by the State of Florida:

WHEREAS the PROPERTY OWNER is authorized to contract with the private sector for performance of its duties.

WHEREAS the legislature through the Solid Waste Management Act of 1988 (Florida Statutes 403.4131 Section 55(i)) has encouraged the implementation of litter removal projects such as Adopt-A-Shore.

WHEREAS the aforementioned statutes state as follows:

"The commission shall have the following powers and duties: to develop and implement statewide incentive programs designed to motivate individual citizens, local organizations, local governments, and other groups interested in participating in litter prevention program activities."

WHEREAS the GROUP is desirous of adopting shoreline for purposes of litter removal.

NOW, THEREFORE, the parties agree as follows:

I

THE PROPERTY OWNER SHALL:

1. Grant GROUP access to property for litter removal efforts.

THE GROUP SHALL:

1. Adopt a minimum of a one-mile of shore except in cases where Keep Lee County Beautiful, Inc. has determined that circumstances are such that adoption of a full mile would prove impractical.
2. Litter should be removed at least four times a year with one cleanup scheduled during the Coastal Cleanup in September.
3. Perform litter removal in strict accordance with the safety recommendations provided by Keep Lee County Beautiful, Inc.
4. Remove litter during daylight hours only.
5. Remove litter during good weather conditions only.
6. Dispose of bagged trash properly.
7. Allow only 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. All participants under the age of 18 shall obtain written parental consent to participate in cleanup activities. This form shall be submitted to the GROUP's Adopt-A-Shore Coordinator and the Keep Lee County Beautiful, Inc., Adopt-A-Shore Coordinator.
8. Provide one adult supervisor for every five participants under the age of 18.
9. Appoint a group representative as the Adopt-A-Shore coordinator.
10. Complete and send report forms to Keep Lee County Beautiful, Inc.
11. In the case of private property owners, notify the PROPERTY OWNER 15 days prior to litter removal efforts.

All parties of this agreement shall follow the Adopt-A-Shore Guidelines and Procedures (Exhibit A) established by Keep Lee County Beautiful, Inc.

II

The GROUP covenants and agrees that it will indemnify and hold harmless the PROPERTY OWNER, KEEP LEE

COUNTY BEAUTIFUL, INC., and its member agencies, any maintaining agencies 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 PROPERTY OWNER 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 directly caused or resulting from the sole negligence of the PROPERTY OWNER, KEEP LEE COUNTY BEAUTIFUL, INC., and its member agencies, any maintaining agencies, and all their officers, employees or agents.

III

This agreement shall remain in effect for a two-year period. The PROPERTY OWNER or GROUP may terminate this agreement for any reason upon thirty (30) days notice to KEEP LEE COUNTY BEAUTIFUL, INC., and the GROUP or PROPERTY OWNER.

IV

This agreement is non-transferable and non-assignable in whole or in part without written consent of the PROPERTY OWNER and KEEP LEE COUNTY BEAUTIFUL, INC.

V

The designated representative of the PROPERTY OWNER shall decide all questions, difficulties of any nature whatsoever that may arise under or by reason 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 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.

NAME OF GROUP: _____ DATE: _____

BY: _____ TITLE: _____
Group Representative

ATTEST: _____ DATE: _____
Notary Public

PROPERTY OWNER: Lee County and the State of Florida DATE: _____

BY: _____ Representative,

ATTEST: _____ DATE: _____
Notary Public

KEEP LEE COUNTY BEAUTIFUL, INC.

BY: _____ DATE: _____
Adopt -A-Shore Coordinator

Approved as to form, execution and legality: _____