KEEP CHARLOTTE BEAUTIFUL, INC.

ADOPT-A-ROAD AGREEMENT

THIS AGREEMENT, made and entered into on this date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Keep Charlotte Beautiful, Inc., of 25550 Harbor View Road, Port Charlotte, Florida 33980, an affiliate of Keep America Beautiful, hereinafter referred to as “KCB” and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as "GROUP".

WITNESSETH

WHEREAS, is a part of Charlotte County, Florida; and

WHEREAS, GROUP is desirous of adopting a one (1) mile(s) + / - section of road to remove litter on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the adopted road".)

NOW, THEREFORE, the parties agree as follows:

1. GROUP Shall:
	1. Adopt approximately one (1) mile(s) + / - section of right-of-way adjacent to the adopted road for litter removal at least four (4) times per year, one (1) of which must be during the Great American Cleanup (March-May), for the duration of this Agreement.
	2. Conduct safety meetings and pre-task briefings prior to each litter removal and instruct members to read and follow the safety guidelines. Guidelines are contained in Exhibit “C” page 10.
	3. Have each participating adult member sign the Release Form prior to each litter removal. Persons under the age of eighteen (18) must have a Consent and Release form signed by their parent or legal guardian to participate in litter removal. The group leader will return the signed forms to KCB along with the productivity report within two days after litter removal. Release Forms are contained in Exhibit "A” pages 5-8.
	4. Place cautionary traffic control signs which have been provided by KCB near the adopted road during litter removal.
	5. Do not bring anyone to observe the litter removal activities if that person is not an official participant.
	6. Place filled trash bags at the Adopt-A-Road sign for the adopted road for pickup and disposal by the County’s franchise hauler (Waste Management) and alert KCB by email.
	7. Complete the Productivity Report Form online or paper copy and return to KCB within two days after each litter removal. A copy of the Productivity Report Form is contained in Exhibit "B” page 9.
	8. Return cautionary traffic control signs to KCB during business hours no later than two days after litter removal is complete.
2. CHARLOTTE COUNTY PUBLIC WORKS SHALL:
	1. Install an Adopt-A-Road sign at each end of the portion of adopted road indicating GROUP's name and GROUP's responsibility for removing litter.
3. KCB SHALL:
	1. Will provide safety vests, pick up sticks, gloves, bags, buckets, and cautionary traffic control signs. Shirts will be provided, when available.
	2. Contact WM for removal of filled trash bags from adopted road after GROUP'S placement of bags at the Adopt-A-Road sign and report has been filed.
	3. Remove litter under unusual circumstances at the request of GROUP. Such unusual circumstances may include the presence of large, heavy or hazardous items at or near the adopted road.
4. In consideration of the installation of the Adopt-A-Road signs at the adopted road indicating GROUPS' name, GROUP commitments and agrees that it will assure and hold harmless KCB and CHARLOTTE COUNTY PUBLIC WORKS (COUNTY) and all of KCB and COUNTY's officers, agents and employees from any liability, claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the GROUP or by any third party during the GROUP’s performance of this Agreement, whether direct or indirect, and whether to any person or property to which KCB and COUNTY or said parties may be subject.
5. This Agreement shall remain in effect for two years from the date first above written. Upon the expiration of the initial term of this Agreement, this Agreement shall be automatically renewed for an additional two-year term. There shall be no automatic renewal of this Agreement, however, if either GROUP or Keep Charlotte Beautiful, Inc. or his/her designee, provides written notice, by mail or email, to the other of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the initial two-year term of this Agreement.
6. If KCB desires to terminate this Agreement due to default or failure by GROUP to fulfill one or more of its obligations under this Agreement, KCB shall first provide written notice, by mail or email, to GROUP of the nature of such default or failure. If such default or failure by GROUP has not been corrected within fifteen (15) days of receipt of notice thereof by GROUP, then KCB may terminate this Agreement upon thirty (30) days' written notice to GROUP of its intent to terminate.
7. GROUP shall not assign this Agreement in whole or in part, without the prior written consent of KCB.
8. KCB’s Executive Director, or his/her designee, shall serve as the representative for KCB solely for the purposes of sending or receiving any notices provided for under this Agreement, providing the materials and forms necessary for GROUP to conduct a litter removal, collecting the materials GROUP must return to KCB before and after a litter removal, coordinating litter removals with GROUP, and acting as a contact between KCB and GROUP to answer minor questions GROUP may have regarding the litter removals and the procedures involved in litter removals.
9. Any notices permitted or required to be given hereunder must be sent to the party intended to receive such notice at the address or email listed below:

If to KCB: Keep Charlotte Beautiful, Inc.

 Executive Director

25550 Harbor View Rd. Suite 2

Port Charlotte, FL 33980

WWW.KeepCharlotteBeautiful.org

941.764.4390

Rhonda.Harvey@charlottecountyfl.gov

If to GROUP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Group to be on Sign

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative's Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name & Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

KEEP CHARLOTTE BEAUTIFUL, INC.

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

EXHIBIT A

 KEEP CHARLOTTE BEAUTIFUL, INC.

VOLUNTEER CONSENT AND RELEASE FORM

VOLUNTEER AGREEMENT & RELEASE FROM LIABILITY

I agree to volunteer my time and services to work for Keep Charlotte Beautiful. As a volunteer:

1. I control the dates and times when I work with KCB and they are not responsible for scheduling my volunteer work. I understand I will not be compensated for any time spent volunteering, nor am I entitled to benefits, including employment insurance benefits upon termination of this agreement or as a result of my volunteer service.
2. I am aware that certain volunteer activities have different levels of physical requirements, i.e. standing, lifting and carrying up to 40 pounds. I will volunteer only for activities matching my abilities and will exercise reasonable care to avoid injury. I acknowledge I am voluntarily agreeing to participate in activities with knowledge of the hazards and potential dangers involved and agree to accept any and all risks of personal injury and property damage. It is my responsibility to withdraw from any activities if I find I am unable to perform them safely.
3. I will not in any manner discriminate against any person on account of citizenship, life experiences and abilities, learning and working style, personality type, race, socio-economic status, class, gender, sexual orientation, education, country of origin, or cultural, political, religious affiliation.
4. I agree to report any change in my health status as it relates to the CDC published COVID-19 symptoms (cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste/smell) for a period of 14 days before and after my volunteer event. It is understood and I grant permission to the event organizer to make a reasonable effort to notify others I may have come into contact while volunteering so they can self-isolate themselves and monitor their own health status. It is understood that event organizers will NOT disclose my personal identity or reported health information.
5. I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue Keep America Beautiful or its employees, board members, Affiliates, agents or contractors or Charlotte County for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its employees, board members, Affiliates, agents or contractors of Keep America Beautiful as a result of my volunteering. I HEREBY RELEASE AND DISCHARGE KEEP CHARLOTTE BEAUTIFUL AND CHARLOTTE COUNTY INCLUDING THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FROM PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH RESULTING FROM MY VOLUNTEERING.
6. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF VOLUNTEERING, I AM NOT COVERED BY THE WORKERS’ COMPENSATION PROGRAM OF KEEP CHARLOTTE BEAUTIFUL OR CHARLOTTE COUNTY. I authorize Keep Charlotte Beautiful to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.
7. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

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KEEP CHARLOTTE BEAUTIFUL YOUTH

CONSENT AND RELEASE FORM

I agree to volunteer my time and services to work for Keep Charlotte Beautiful. As a volunteer:

1. I control the dates and times when I work with KCB and they are not responsible for scheduling my volunteer work. I understand I will not be compensated for any time spent volunteering, nor am I entitled to benefits, including employment insurance benefits upon termination of this agreement or as a result of my volunteer service.
2. I am aware that certain volunteer activities have different levels of physical requirements, i.e. standing, lifting and carrying up to 40 pounds. I will volunteer only for activities matching my abilities and will exercise reasonable care to avoid injury. I acknowledge I am voluntarily agreeing to participate in activities with knowledge of the hazards and potential dangers involved and agree to accept any and all risks of personal injury and property damage. It is my responsibility to withdraw from any activities if I find I am unable to perform them safely.
3. I will not in any manner discriminate against any person on account of citizenship, life experiences and abilities, learning and working style, personality type, race, socio-economic status, class, gender, sexual orientation, education, country of origin, or cultural, political, religious affiliation.
4. I agree to report any change in my health status as it relates to the CDC published COVID-19 symptoms (cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste/smell) for a period of 14 days before and after my volunteer event. It is understood and I grant permission to the event organizer to make a reasonable effort to notify others I may have come into contact while volunteering so they can self-isolate themselves and monitor their own health status. It is understood that event organizers will NOT disclose my personal identity or reported health information.
5. I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue Keep America Beautiful or its employees, board members, Affiliates, agents or contractors or Charlotte County for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its employees, board members, Affiliates, agents or contractors of Keep America Beautiful as a result of my volunteering. I HEREBY RELEASE AND DISCHARGE KEEP CHARLOTTE BEAUTIFUL AND CHARLOTTE COUNTY INCLUDING THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FROM PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH RESULTING FROM MY VOLUNTEERING.
6. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF VOLUNTEERING, I AM NOT COVERED BY THE WORKERS’ COMPENSATION PROGRAM OF KEEP CHARLOTTE BEAUTIFUL OR CHARLOTTE COUNTY. I authorize Keep Charlotte Beautiful to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.
7. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Youth Volunteer (under 18)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Guardian for Youth (under 18)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

If Volunteer/Participant is under 18 years of age, parent or guardian must read and sign:

This release, its significance, and assumption of risk have been explained to and are understood by the minor and myself as attested to and co-signed above.

EXHIBIT B

 PRODUCTIVITY REPORT

**Cleanup Productivity Report**

Organization/Community Group Date of Event

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email Address

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Event Information

Number of volunteers \_\_\_\_\_\_\_ Number of bags of litter collected\_\_\_\_\_\_\_

# of hours project took to complete \_\_\_\_\_\_\_\_ # of bags of recyclables collected\_\_\_\_\_\_\_

# of flowers or shrubs planted \_\_\_\_\_\_\_\_ # of large items collected \_\_\_\_\_\_\_\_

# of trees planted \_\_\_\_\_\_\_\_ (appliances, tires, etc.. Please list

# of bags of mulch ­­­­\_\_\_\_\_\_\_\_ location where you left it!)

Please check all that apply: Roadside Cleanup \_\_\_\_\_\_\_\_ Railroad Cleanup \_\_\_\_\_\_\_\_\_\_

Waterway Cleanup \_\_\_\_\_\_\_\_ School/ Campus Cleanup \_\_\_\_\_\_\_\_\_\_

Church Cleanup \_\_\_\_\_\_\_\_\_ Park Cleanup \_\_\_\_\_\_\_\_\_\_

Other \_\_\_\_\_\_\_\_\_

Approximately how many Miles of Cleanup \_\_\_\_\_\_\_\_\_\_

Description of project, location and location of large items left for pickup:

Please fill out event report and return to Keep Charlotte County Beautiful, Inc.

Please include any pictures of your event.

Rhonda.Harvey@charlottecountyFL.gov

**Keep Charlotte Beautiful**

**25550 Harbor View Rd., Suite 2**

**Port Charlotte, FL 33980**

**keepcharlottebeautiful@charlottefl.com**

**Phone: 941-764-4390 Fax: 941-764-4399**

EXHIBIT C

KEEP CHARLOTTE BEAUTIFUL, Inc.

ADOPT-A-ROAD

ROADSIDE SAFETY RECOMMENDATIONS

1. The following KCB safety recommendations are provided for organizations participating in the "Adopt-A-Road" litter removal program:
2. Remove litter in the daylight hours only.
3. Only conduct cleanups in good weather.
4. Horseplay will not be tolerated.
5. No intoxicating beverages or illegal drugs will be brought to the work zone or consumed prior to litter removal.
6. All volunteers must wear a safety vest.
7. Gloves and good quality shoes should be worn by volunteers while removing litter (no open toe shoes or shower clogs).
8. An adequate supply of drinking water should be readily available.
9. A good pair of sunglasses, hat and sun block should be considered.
10. Knives, matches, axes, etc., cannot be carried by members while removing litter.
11. Do not attempt to compact trash sacks to gain room for more litter. Injuries could result by sharp objects piercing through trash bags.
12. Car pool to the site to reduce the number of vehicles and park any vehicles clear of the adopted road and at least 20' from the edge of pavement.
13. Post a lookout to be aware of traffic situations and monitor volunteer activities.
14. If a volunteer is feeling sick or under the weather, please stay home.