



## ADOPTION PROGRAM: AGREEMENT OF MAINTENANCE

The Keep Sarasota County Beautiful Adoption Program Agreement of Maintenance (hereinafter called the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between THE COUNTY OF SARASOTA, (hereinafter called the "County") and \_\_\_\_\_ (hereinafter called the "Private Concern"). In exchange for the mutual promises contained in this Agreement, the sufficiency of which is acknowledged, the County and the Private Concern agree as follows:

### I. Background

Keep Sarasota County Beautiful (KSCB) is a county-wide beautification program administered by the County that initiates community cleanup projects to help keep Sarasota County free of litter. KSCB is an affiliate of Keep America Beautiful, Inc. ([www.kab.org](http://www.kab.org)), a national, non-profit, public education organization dedicated to improving waste handling practices in American communities. The local mission to "educate the public and promote interest and participation in the overall improvement and beautification of the environment throughout Sarasota County" is accomplished through education, cleanup programs, recycling and other methods of reducing solid waste.

### II. Purpose

The Adoption Program gives private citizens an opportunity to support the county-wide anti-litter campaign.

### III. Adoption Locations and Term

A Private Concern may adopt up to two (2) locations on a yearly basis. The locations shall be readily identifiable locations such as a County right-of-way (two mile stretch), lake/pond, school campus, or other spot.

The County and Private Concern agree that litter will be removed from the Adoption Location known as \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_.

The Parties hereby understand that this Agreement will be submitted to the County yearly for its approval. Upon expiration of the Agreement, and upon successful completion and satisfactory performance of this Agreement (evaluation of which shall be at the sole discretion of the KSCB Program Coordinator), a further one-year Agreement may be proffered and shall be required for extension of an additional yearly term.

### IV. Obligations of Private Concern

The Private Concern, and its volunteers, agree to the following obligations:

- Perform litter removal in Adoption Location.
- Attend a safety meeting before performing litter removal.
- Conduct a minimum of four (4) cleanups annually. Participation in the Great American Clean Up (spring) and the International Coastal Cleanup (fall) is encouraged.
- Complete the Release Form by each participant and return to the County office in advance of the cleanup event.
- Complete the Cleanup Report form after each event and submit it to the County office within five (5) days of the cleanup.



**KEEP AMERICA BEAUTIFUL AFFILIATE**

**V. Obligations of the County**

The County agrees to the following obligations:

- Provide safety and cleanup supplies which may include t-shirts or vests, gloves and trash bags.
- Conduct safety training for the Adoption Group.
- Install Adoption program signs within thirty (30) days of attendance at the safety meeting (Two (2) for right-of-ways; One (1) for all other types of adoptions). Signs will be mounted on a single post and will be installed in accordance with Sarasota County Traffic Operations guidelines. All utility companies will be notified as required prior to installation of signs.

**VI. Indemnity and Hold Harmless**

In consideration for the mutual covenants contained herein, the Private Concern covenants and agrees that it will indemnify and hold harmless the County and its officers, agents and employees from any liability, claim, loss, damage, cost, charge or expense (including attorney’s fees) sustained by the Private Concern arising out of any act, action, neglect, or omission of the County, its officers, agents, and employees, which may be sustained by the Private Concern as part of its participation in this program.

**VII. Dispute Resolution**

The County Administrator shall decide all questions, difficulties, and disputes of any nature whatsoever relating to the maintenance of the Adoption Location 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 final decision upon all such claims, questions and disputes relating to maintenance shall be final and conclusive upon the parties hereto. Claims of third parties shall not be subject to this paragraph.

**VIII. Termination**

Failure of the Private Concern to perform at least the minimum number of contracted cleanups and deliver timely written reports thereof each calendar year, as contracted per the Agreement executed above, shall be construed as willful non-performance and violation of this contract. Such non-performing Private Concern shall, at the sole discretion of the KSCB Program Coordinator, be terminated and removed as participants in Sarasota County’s Adoption programs, and their Adoption program participant signs removed from the contracted site location without further notice.

This Agreement is non-transferable and non-assignable in whole or in part.

\_\_\_\_\_  
Signature, Private Concern Representative

\_\_\_\_\_  
Signature, KSCB Program Representative

\_\_\_\_\_  
Printed Name, Private Concern Representative

\_\_\_\_\_  
Printed Name, KSCB Program Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sarasota County prohibits discrimination in all services, programs or activities. View the complete policy at <https://www.scgov.net/ADA/Pages/default.aspx>.

For KSCB Use Only Received: \_\_\_\_\_ Recorded: \_\_\_\_\_

