



**Indian River Lagoon Aquatic Preserves
SPOIL ISLAND PROJECT
ADOPT-A-SPOIL ISLAND
MARINE DEBRIS / LITTER REMOVAL
AGREEMENT**



THIS AGREEMENT made and entered into this _____ day of _____, 20 _____ by and between the Florida Department of Environmental Protection, through the Office of Coastal and Aquatic Managed Areas, hereinafter called CAMA; and the group adopting the spoil island, _____, hereinafter called the GROUP.

WITNESSETH:

WHEREAS the following general description of the property, including landmarks,

has been identified for purposes of a marine debris/litter removal program, and

WHEREAS, CAMA, the state managing agency, has been charged with developing the local Adopt-A-Spoil Island program and is dedicated to developing and implementing Aquatic Preserves-wide incentive programs designed to motivate individual citizens, local organizations, local governments, and other groups interested in participating in litter prevention program activities, and

WHEREAS, the GROUP is desirous of adopting a spoil island for the purposes of marine debris/litter removal,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I.

A. CAMA SHALL:

1. Provide local coordination of the program and training.
2. Provide official Adopt-A-Spoil Island program recognition for the adopting group.
3. Have final approval on all projects on the spoil islands within the Aquatic Preserve.

B. THE GROUP SHALL:

1. Adopt a minimum of one Spoil Island with a recreational and/or educational designation.
2. Remove debris/litter at least four (4) times a year with one cleanup to coincide with the Florida Coastal Cleanup held in September.
3. Conduct all work under safe weather conditions and during safe hours of operation between dawn and dusk.
4. Perform debris/litter removal in accordance with the environmental and safety requirements provided by CAMA (see Attachment A, attached hereto and incorporated herein by reference).
5. Bag and haul-off trash. Separate trash and recyclables if possible.
6. Provide adequate adult supervision of minors during cleanups.
7. Appoint an Adopt-A-Spoil Island representative for the GROUP. This person must be an adult.
8. Protect and respect all property and natural resources and observe and obey the laws of Florida, including Chapters 253 and 258, Florida Statutes.
9. Bring a first aid kit to each of the organized cleanup events.
10. Fill out the Litter Report Form after each cleanup to document the event date, the types of debris removed from the island, and any additional activities performed; and mail the completed form to CAMA within 10 days after each completed cleanup.
11. Coordinate with CAMA prior to starting any enhancement projects beyond litter control (i.e. installation of picnic tables, fire pits or any free-standing structures, clearing of trails, removal of exotic vegetation, etc.).
12. NOT burn vegetation outside of fire pits installed on spoil islands designated for Recreational use.

II.

The GROUP covenants and agrees that it will indemnify and hold harmless the State of Florida, CAMA, and their 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 the said parties may be subject, except that neither the 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 CAMA, and its member agencies, any maintaining agencies, all their officers, employees, or agents. Nothing herein shall be deemed a waiver, express or implied, of the State of Florida or CAMA's sovereign immunity under Section 768.28 F.S.

III.

This agreement shall remain in effect for a one-year period. This agreement shall be renewed within thirty (30) days of expiration to remain in effect. The GROUP may terminate this Agreement for any reason upon thirty (30) days written notice to CAMA. CAMA may terminate this Agreement immediately upon written notice to the GROUP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date 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: _____

BY: _____ **TITLE:** _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____

E-mail address _____

SIGNED: _____ DATE: _____

**OFFICE OF COASTAL AND AQUATIC MANAGED AREAS
INDIAN RIVER LAGOON AQUATIC PRESERVES FIELD OFFICE**

BY: **Marc Virgilio** , SPOIL ISLAND COORDINATOR

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SIGNED: _____ DATE _____