

# DOUGLAS COUNTY ADOPT-A-ROAD

Group # \_\_\_\_\_

## AGREEMENT

This agreement ("Agreement") is made and entered into this day between Countywide Solid Waste Programs of Douglas County, herein referred to as the "County", and \_\_\_\_\_, a volunteer group, herein referred to as the "Volunteer Group". The purpose of this Agreement is to permit the Volunteer Group to contribute toward efforts to reduce roadside litter, enhance the quality of the environment, and build civic pride in a litter-free Douglas County by volunteering to pick up litter and conduct other roadside improvement or clean-up activities within the assigned section of county-owned property.

The County does hereby authorize the Volunteer Group to participate in the Adopt-A-Road Program within the assigned section of county-owned property specified in Section E below, in accordance with the following terms and conditions:

**A. The Volunteer Group does hereby agree to:**

1. Conduct clean-up activities and any other program activities in a safe manner and under conditions as are required by the County and for the safety of the participants. Because the safety of participants is the highest priority of the program, the Volunteer Group agrees to take full responsibility and ensure that each participant receives the appropriate safety training. Further, the Volunteer Group will require each adult participant (eighteen years of age or older) of the clean-up or other work crew to read and sign the Adopt-A-Road Registration Form, before participating in any program activity.
2. Require that all participants shall be fifteen (15) years of age or older. The Volunteer Group shall furnish supervision by one (1) or more adults for every eight (8) minors (under 18 years of age).
3. Participants under the age of eighteen (18) must have a Parent/Guardian Informed Consent Form completed before participating in any program activity. The Volunteer Group Leader shall collect these forms before the event and keep the records on file during the activity in case of accident or injury. In addition, the Group Leader will maintain copies of the records. Original copies will be given to Countywide Solid Waste two (2) days after completion of the activity.
4. Assign a leader to each crew, and that crew leader shall have a copy of this Agreement with him/her during all program activities.
5. Pick up litter no less than two (2) times per year, for a period of two (2) years. Additional clean-ups should be done as necessary to maintain a neat appearance.
6. Require all participants to wear the hard hat and safety vest furnished by the County while participating in the Adopt-A-Road Program. No more than ten (10) people shall participate in the activity at one time.
7. The Volunteer Group's representative shall attend county-provided safety training before scheduling the Volunteer Group's first program activity and subsequently at such times as deemed necessary by the County.
8. Each participant shall receive and review safety training materials and training aids provided by the County before participating in program activities.

9. A first aid kit shall be available at the activity site.
10. The Volunteer Group shall have a cellular phone, radio, or some form of two-way communication on site in case of emergency.
11. Schedule clean-up activities with, and reserve Safety Kits containing clean-up supplies and materials from, the Adopt-A-Road Coordinator one (1) week in advance of the clean-up, and to pick up the kits during regular business hours.
12. No more than two (2) vehicles shall be parked per one-mile section of assigned County property during a program activity. A minimum number of vehicles shall be used to transport the participants to the assigned area. All parking of vehicles shall be in compliance with State law.
13. Comply with all specifications in the Adopt-A-Road Traffic Control Plan when conducting program activities.
14. Leave filled trash bags in a safe location along the roadside for pickup and disposal by the County.
15. Participants who find materials or substances that they suspect to be hazardous must not touch it, but take appropriate precautions and report the location and description of the materials or substances to the County. Participants should mark the materials or substances by setting an orange flag marker on wire pole (provided by County) near the item, and note the item and approximate location on the Participant Roster.
16. Participants may not pick up syringes, hypodermic needles, tires, or exceptionally large, heavy or unyielding objects. When these kinds of materials are discovered, the volunteer group must notify the County to arrange for proper disposal. Participants should mark the materials or substances by setting an orange flag marker on wire pole (provided by County) near the item, and note the item and approximate location on the Participant Roster.
17. Activities may not take place during a legal holiday, on the day before a legal holiday, or on holiday weekends.
18. Provide the Adopt-A-Road Coordinator with an Adopt-A-Road Participant Roster of participants involved in the program activity within five (5) calendar days of the activity.
19. Furnish to the Adopt-A-Road Coordinator an Adopt-A-Road Registration Form for each active adult participant and a Parent/Guardian Informed Consent Form for each active minor participant in program activities within five (5) calendar days of the activity.
20. Report any injuries incurred by participants during program activities to the Adopt-A-Road Coordinator within twenty-four (24) hours or one (1) working day of the injury. Notification shall include:

Name (Injured) \_\_\_\_\_ Address \_\_\_\_\_

Nature of injury \_\_\_\_\_ Location of injury \_\_\_\_\_

Date \_\_\_\_\_ Time of injury \_\_\_\_\_

How the injury occurred \_\_\_\_\_

21. Return to the County, in good condition, the safety kits, High Visibility warning signs, unused trash bags, and any other equipment or supplies furnished by the County within two (5) business days following each use.

**B. The County's responsibilities include:**

1. Furnish and install Adopt-A-Road signs with the Volunteer Group's name or acronym displayed at the assigned area following completion of the Volunteer Group's first clean-up event.
2. Furnish the Volunteer Group with trash bags and safety equipment for participants to use during program activities.
3. Remove the filled trash bags.
4. Assist the Volunteer Group in cleaning up litter if necessary (i.e., when large, heavy or hazardous items are found).
5. Provide safety training to the Volunteer Group's representative before the Volunteer Group's first program activity.
6. Provide safety materials and aids to the Volunteer Group's representative for the Volunteer Group to use in training participants.

**C. Other Considerations, Terms, and Conditions:**

1. At least one (1) person with a valid First Aid Card should be present during program activities.
2. Recycling is an accepted and encouraged activity. Profits from the sale of recyclable items remain the property of the Volunteer Group.
3. The Volunteer Group's representative affirms that he/she has received a copy of Countywide Solid Waste Programs of Douglas County, Workplace Harassment Policy, and has read the policy and understands it. The Volunteer Group's representative further affirms that the Volunteer Group will comply with this policy and understands that the County may terminate this Agreement if the Volunteer Group or its participants does not comply with this policy.
4. The County is authorized to suspend this Agreement temporarily and without incurring liability if road maintenance or construction is required within the assigned area. Once these activities have been completed the Volunteer Group will be notified and the Agreement reinstated.
5. The County is authorized to terminate this Agreement without notice if it deems necessary or if the Volunteer Group or its participants fails to comply with any conditions of this Agreement, or for any public purpose, without cost or liability to the County.
6. This Agreement will automatically terminate upon thirty (30) days written notice of non-compliance, unless the Volunteer Group takes corrective action(s). In addition, the Volunteer Group must return, in good condition, any materials and/or equipment belonging to the County within five (5) working days of receiving written notification of the termination of this Agreement.
7. This Agreement is not assignable or transferable, either in whole or in part.
8. The term of this Agreement shall commence on: \_\_\_\_\_, and shall be renewed every two (2) years unless terminated by the County or Volunteer Group.
9. Upon termination of this Agreement, Adopt-A-Road signs shall be removed and remain the property of the County.

**D. Volunteer Group Informed Consent and Release:**

On behalf of \_\_\_\_\_, I have read the terms and conditions to participate in the County's Adopt-A-Road program, and I agree and acknowledge the following:

1. Participants in this program are under the control of our Volunteer Group and not Douglas County. Our Volunteer Group will evaluate all Participants to determine that they have received safety instruction and are suitably responsible individuals who will abide by the Adopt-A-Road Safety Guidelines and use due care and caution while participating in this program.

2. Participants in the Adopt-A-Road Program are advised that working adjacent to any road is a **DANGEROUS ACTIVITY**. Risks associated with this activity include, but are not limited to, serious injury or death. Each participant is further advised that the risk of harm is present even if all safety precautions are followed.

3. The Volunteer Group and its participants, collectively and individually, shall defend, indemnify and hold the County, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with participation in the Adopt-A-Road program, or any of its activities in which they participate. The provisions of this section shall survive the expiration of this Agreement.

4. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Volunteer Group and the County, its officers, officials, employees, and volunteers, the Volunteer Group's liability hereunder shall only be to the extent of the Volunteer Group's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Volunteer Group's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration of this Agreement.

**E. County Property Assigned:**

Property Assigned: \_\_\_\_\_

Location: \_\_\_\_\_

Name of Volunteer Group: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Name of Volunteer Group \_\_\_\_\_

Representative (please print :) \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_

Evening Telephone Number: \_\_\_\_\_

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE VOLUNTEER GROUP, AND CONSENT TO ITS TERMS.

**VOLUNTEER GROUP:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Volunteer Group

**COUNTYWIDE SOLID WASTE PROGRAMS:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title