



Adopt-A-Roadway Program Volunteering Agreement

CONTRACTING PARTIES:

Cottonwood Heights, a Utah municipality (“City”)

Address:	Adopt-A-Roadway Program Cottonwood Heights 1265 East Fort Union Blvd., Suite 250 Cottonwood Heights, UT 84047	Phone: (801) 944-7090 Fax: (801) 944-7005	E-mail: MAallen@ch.utah.gov
-----------------	--	--	------------------------------------

and the following entity (“Group”), who desires to provide its employees as volunteer workers to create and maintain litter-free roadways within City’s boundaries (“City Limits”) on the terms and conditions specified below:

Group’s Trade Name (as it will appear on recognition sign):			
Group’s Legal Name and Entity Type:			
Contact Name:		Phone:	
Alternate Contact Name:		Phone:	
Address:		Email:	
City, State, Zip		Alt Email:	

AGREEMENT TERMS:

City and Group are entering into this agreement (this “Agreement”) to allow Group to participate in City’s “Adopt-A-Roadway” program (the “Program”). Pursuant to the Program, an employer supplies, at no cost to City, one or more groups of at least ten of such employer’s employees or other related individuals (“Participants”) to work as City volunteers to collect and bag litter along a specified portion (the “Section”) of a specified City roadway (“Roadway”). In recognition of such employer’s contribution to the upkeep and appearance of City’s Roadways, City will (a) erect one or more signs (a “recognition sign”) along the Section notifying the public of such service, and (b) acknowledge Group’s contribution in City’s pages of the Valley Journal newspaper.

1. **Designation of Section.** The Section of the Roadway covered by this Agreement is described as follows: _____

_____.

2. **Term.** This Agreement shall commence on _____ 20__, and shall continue in effect for a base term of two years. Thereafter, this Agreement shall automatically renew for successive one-year renewal periods until such time as it is terminated (a) by Group, as of the end of the base term or a renewal period, upon at least 30 days’ prior written notice to City, or (b) by City as provided in section 4 below.

3. **Group's Duties.** Group, whose members will be acting as authorized volunteer workers for the City, agrees as follows:

(a) **Overview.** Group's work under the Program will involve organizing and directing the Participants in their volunteer work (the "Work") of collecting and bagging litter along the Section while the Roadway is open to normal traffic flow; providing safety training to its Participants; transporting its Participants to and from the Section; assuring that the job descriptions of its employee Participants are amended to include the Work; providing all required insurance coverage; and otherwise complying, and assuring compliance, with all of the obligations of Group and its Participants under this Agreement.

(b) **Safety.** Group is responsible for the safety of every Participant performing Work. Group MUST teach and provide safety instructions (see pages 4-5 of this Agreement) to every Participant before Work is commenced, assuring that each Participant hears, reads, understands and complies with such instructions. All Participants performing Work on the roadside shall wear protective clothing, gloves and City-provided safety vests. Participants shall be at least 11 years of age, and all children 11-15 years of age shall be under direct adult supervision.

(c) **Schedule.** Group shall clean the litter from the Section of a Roadway at least **once every three months** during the entire term of this Agreement. A cleanup shall occur **within one month** of signing this Agreement. Group shall coordinate all efforts with City's public works director (the "Director"), contacting him at least **two weeks in advance** to arrange dates and times for cleanup.

(d) **Supplies.** Group shall obtain the necessary supplies and materials (including safety vests and trash bags) from City, through the Director, during regular business hours. Group shall safeguard such supplies and materials, and shall return the vests and any unused trash bags or other materials and supplies furnished by City to the Director **within one week** of each clean-up date.

(e) **Disposal.** Group shall place filled trash bags near, but off, the edge of the Roadway as they become full, for pickup and disposal by City. Bags are to be tied, and torn bags are to be placed inside another bag and secured.

(f) **Insurance.** City is not obligated to provide any insurance coverage for any Participants or for Group. Instead, Group shall (i) take all steps to formally amend employee Participants' job descriptions to include the Work under the Program, and (ii) assure that all Participants are continuously covered by workers compensation or other appropriate insurance coverage provided at Group's cost. Such insurance shall be the primary coverage for all Group members, and any insurance provided by or through City will be secondary coverage. Group will provide City with proof of Group's insurance coverage before beginning any Work.

(g) **Assumption of Risk.** Group acknowledges the hazardous nature of the Work, and that injury or death of Participants is possible due to traffic on the Roadways and other risks. Group shall cause all Participants to receive proper training and to perform the Work in compliance with all applicable safety standards and the requirements of this Agreement. Group assumes full responsibility in the event of an accident or other incident involving property damage or injury or death to any of its Participants that results from negligence or intentional conduct on the part of any person, including, without limitation, a Participant.

(h) **Indemnity.** Group shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and other related parties from and against any and all damages, liabilities, claims, demands, actions, causes of action, fees (including attorneys fees) and costs arising from or in any way attributable to any death, personal injury or property damage caused by or attributable to its

Participants' performance of the Work or participation in the Program.

3. **City's Duties.** City will perform as follows under the Program:

(a) **Safety Instruction.** As reasonably requested by Group, act as a resource to, and assist, Group in complying with Group's duty to provide safety instruction to its Participants.

(b) **Permit.** Allow Group to do the Work along the Section.

(c) **Special Materials.** Provide special materials to Group for use in the Work, such as safety vests and trash bags.

(d) **Pickup.** Pick up and dispose of the trash bags filled by Group's Work, as well as any very large, heavy or hazardous items identified by Group.

(e) **Sign.** Erect a recognition sign on the Section with Group's name or acronym displayed to provide recognition for Group's efforts under the Program. Such recognition sign may be relocated as deemed appropriate by City, and may be removed upon any termination of the Program or this Agreement.

(f) **Warning Signs.** Place warning signs before or along the Section notifying of workers along the Roadway, as deemed appropriate by City.

(g) **Additional Recognition.** Acknowledge Group's contribution in City's pages of one or more editions of the Valley Journal community newspaper.

4. **Termination.**

(a) **Termination of Program.** City freely may terminate the Program at any time upon written notice to Group.

(b) **Suspension or Termination of Agreement.** If City determines that Group is not fulfilling its duties under this Agreement, or that existing circumstances will not allow the Work to be done (due to, for example, road construction), then City freely may suspend or terminate this Agreement and remove any recognition signs upon written notice to Group.

5. **Binding Effect.** This Agreement is not binding until it is signed by both City and Group. Submission of this Agreement for review/signature by Group or for signature by City does not assure that either party will sign or that any particular Section will be awarded.

Signatures:

Group's Printed Name

COTTONWOOD HEIGHTS

By: _____
Group Representative's Signature

By: _____
City Representative's Signature

Date: _____

Date: _____

ROADWAY HELPER SAFETY TIPS
(Remember, if you're safe today, you'll be alive tomorrow)

On behalf of the city of **Cottonwood Heights** (the “City”), thank you for your willingness to participate in this worthwhile project to clean up a portion of our roadways and community. Your efforts today as volunteer workers for the City will make a big difference and thousands of motorists will enjoy the results of your hard work.

The City is very concerned for your safety while you are working on the roadside, and so wants to bring a few things to your attention that will help keep you safe.

1. Be very cautious and aware of the vehicles around you. Park all vehicles only in authorized areas that will not obstruct motorists’ ability to see you. Typical speeds on City roadways don’t seem very fast when you are inside a car, but when you are standing on the side of the road, you’ll be surprised at how fast it is. Do not work with your back to traffic; instead, pick up items while standing sideways so you can always see what’s going on around you.
2. Stop working in inclement weather and only work during daylight hours. **Do not use any type of earphones, radio, etc. that would prevent you from hearing surrounding sounds.**
3. Upon your group supervisor’s request, City crews will set up advance warning signs so that the motorists will be aware of your presence along the roadside. These signs typically will slow motorists down because they have a tendency to want to see (“rubber-necking”) what’s going on.
4. You must wear your protective clothing at all times. This includes a safety vest which will be supplied by the City. You should also have been instructed to bring and wear gloves.
5. Under no circumstances should you enter or cross the roadway to pick up items in the roadway or any center median. Your work area will be limited to the shoulder of the roadway, which is beyond the paved area for vehicle travel. Avoid picking up items on bridges, in tunnels or overpasses. The further from the traffic you are, the safer you’ll be. Also, don’t trim landscaping on, or remove items from, private property abutting the public roadway.
6. You will be given trash bags to put debris in. Don’t completely fill the bags; instead, allow enough room in the bags so they can be closed. Please take time to close and tie each bag so the debris does not spill out. Filled trash bags should be left by the roadside, out of the drive areas, for pick-up by City maintenance crews.
7. If you come across large items that either won’t fit into the bag or will break the bag, make a small pile off the pavement and notify your supervisor, who will inform the City.
8. If you come across any items that are too heavy to move, please do not attempt to move them. Instead, notify your supervisor, who will inform the City to send its maintenance crews to move the item.
9. If you find any medical waste such a needles, rubber gloves, tubes or IV bottles, do not touch these up and do not put them into a bag. (If you put needles into bags, then somebody else may get stuck by them). Instead, make a note of where they are and notify your supervisor, who will inform the City.
10. Don’t pick up any bottles or containers that have an unknown liquid in them, as it may explode or leak, injuring you. If you see anything that looks suspicious or makes you feel uncomfortable, **DON’T PICK IT UP.** Make a note of its location and notify your supervisor, who will inform the City.

Please direct any questions or concerns to the City’s public works director at (801) 944-7090. Thank you.

SAFETY INSTRUCTIONS FOR ADOPT-A-ROADWAY GROUPS

The following instructions are provided to assist in required safety meetings for program participants

General Instructions:

- Participants shall be at least 11 years old. Adult supervision shall be provided for groups which include participants 15 years of age or younger, at a ratio of one adult for every five children.
- Don't work with your back to traffic.
- Stop working in inclement weather and only work during daylight hours.
- Don't use any type of earphones, etc. that would prevent you from hearing surrounding sounds.
- Don't enter the roadway for any reason; remain on the shoulder of the roadway.
- Don't move large or heavy items. Instead, inform the group supervisor, who will notify the city.
- Don't trim landscaping on, or remove items from, private property abutting the public right-of-way.

Training:

- Each group will be given a safety instruction sheet by the city's public works director, to be read to and handed to all participants.
- Participants must attend a safety meeting conducted by the group leader before participating in a roadside clean-up.

Protective Clothing:

- Participants must wear city-provided safety vests during clean-up activities.
- Wear heavy gloves, leather boots or shoes, sleeved shirts and a hat. Safety glasses are highly recommended to protect eyes from debris that is kicked up by passing vehicles. **Appropriate clothing will avoid motorist distraction which could cause an accident.**

Hazardous Materials:

- Hazardous materials found along the roadway must be reported to the city as soon as possible. Needed information - location, time of discovery, type of container, type of material (if available). Hazardous materials include, without limitation:
 - Containers with chemical labels of hazardous identification.
 - Containers with material of unknown origin.
 - Medical supplies or wastes (needles, rubber gloves or tubes, IV bottles, etc.)
- Avoid contact with noxious weeds and areas where herbicides have been applied (check with city).

Emergency:

In case of an emergency;

- Each group should have a first-aid kit for minor injuries.
- The group leader should have a cellular telephone to contact emergency personnel if needed.
- Medical facility location and transportation arrangements should be planned before commencing work.