



Town of Nolensville Agreement

"ADOPT-A-STREET" PROGRAM

LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered in this _____ day of _____
20___, by and between the Town of Nolensville, hereinafter called the "Town" through its
Public Works Department, hereinafter called the "Department" and

hereinafter called "Group".

WITNESSETH

WHEREAS, _____ is a part of the Town
roadway system in Town of Nolensville, Tennessee; and

WHEREAS, the Department has responsibility for operation and maintenance of the Town
roadway system; and

WHEREAS, the Board of Commissioners through Resolution #22-60, has established an
"Adopt-a-Street Program" permitting local organizations, private corporations and volunteer
groups to beautify Town maintained roads through litter-removal activities and landscaping
efforts; and

WHEREAS, the Group wishes to adopt a minimum of one mile of roadway to

NOW THEREFORE, the parties agree as follow:

A THE GROUP SHALL:

1. Remove litter at least four (4) times a year in the public right-of-way adjacent to the roadway and on the medians along a minimum one-mile section of the road right-of-way adopted by the Group.
2. Perform litter removal in strict accordance with the guidelines of the Department's "Adopt-a-Street Program".
3. Conduct and attend safety meetings and pre-task briefings prior to litter removal.
4. Remove litter during daylight hours only.
5. Remove litter under good weather conditions only.
6. Contact the "Adopt-a-Street Program" to arrange an appropriate litter removal schedule which will not conflict with the Department's mowing schedules.
7. Ensure that all participants wear safety vests at all times during the litter-removal activity. The "Adopt-a-Street Program" should be contacted to obtain safety vests, traffic control signs and large plastics bags prior to litter-removal activity and return same when the activity is complete.
8. Not pick up litter at construction or maintenance sites or private property.
9. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in the litter-removal activities. Participating youths must be at least 12 years of age, and the Group shall provide at least one adult supervisor (age 18+) to supervise every five youth ages 12-15 who are participating in the litter-removal activity. All persons associated with the Group at the litter removal site are considered participants.
10. Not allow any participant to wear clothing which may hinder the sight of participants.
11. Certify that no individual, director, officer, member or volunteer within the Group who has been convicted of a felony or misdemeanor within the past five (5) years or is otherwise currently the subject of a criminal investigation will participate.
12. Not discriminate on the basis of race, religion, color, age, sex, marital status, handicap or national origin in violation of any state or federal law.
13. Obtain a signed liability release form by all participants, prior to permitting such individual to participate. A parent/guardian will sign for all persons under the age of 18.

B. The Department Shall:

1. Provide permanent "Adopt-a-Street Program" signs at the beginning and end of the adopted roadway section.
2. Provide safety vests, traffic control signs and large plastics bags for use by the Group when conducting a litter patrol.
3. Remove filled plastic bags from the adopted roadway section and dispose of them at an approved facility.
4. Remove certain litter under unusual circumstances (i.e., large, heavy, or hazardous items). No member, officer, director, or volunteer of the Group shall be considered an employee or independent contractor of the Department or Town for any reason whatsoever in carrying out its obligation under this agreement.

C. The Group covenants and agrees that it will indemnify and hold harmless the Town of

Nolensville and its Public Works Department, and all Town and Departmental officers, agents and employees from any claims, 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 Town or said parties may be subject, except that neither Group nor any members shall be liable under this provision for damages arising out of injury or damage to person or property directly cause or resulting from the sole negligence of the Town and its member agencies, any maintaining agencies and all their officers, agents and employees.

D. The Agreement shall remain in effect for a two-year period. The Town or Group may terminate this agreement for any reason at any time.

E. This Agreement is non-transferable and non-assignable in whole or in part without the consent of the Town.

F. This agreement is mainly for litter removal activities. Beautification activities and graffiti-removal activities are encouraged but must be coordinated and approved by the Department.

G. The Department shall screen and select the sections of the Town roadways to be adopted. The Department shall also decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution of the fulfillment of the services hereunder and the character, quality, amount and value thereof; and its decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first written above.

I CERTIFY that I am familiar with the information contained in this agreement and that I possess the authority to execute this Agreement on behalf of the Group.

NAME OF THE GROUP: _____

ADDRESS: _____

PRINTED NAME: _____

SIGNATURE _____ DATE: _____

TOWN OF NOLENSVILLE PUBLIC WORKS DEPARTMENT

APPROVAL: _____ DATE: _____
Department Director

ATTEST: _____ DATE: _____