



## Town of Nolensville Agreement

### "ADOPT-A-STREET" PROGRAM

#### LITTER REMOVAL AGREEMENT

I. THIS AGREEMENT, made and entered on 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 "Participating Group".

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

WHEREAS, the Department maintains the Town roadway system; and

WHEREAS, the Board of Commissioners through Resolution #22-60, 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 between

\_\_\_\_\_

\_\_\_\_\_

NOW THEREFORE, the parties agree as follow:

#### A The Participating Group:

1. Shall appoint a Designated Representative who shall direct any comments, questions or feedbacks from the Participating Group and/or any Participant to the Department and receive communications from the Department.
2. Shall 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.
3. Shall only allow as Participants those persons, as determined by the Participating Group, who are sufficiently responsible to safely participate in litter-removal activities. Participating youth 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 (for example, for four youths aged 12-15, there must be one adult supervisor, for seven youths aged 12-15, there must be at least two adult supervisors, etc.)
4. Agrees that, regardless of the number of Participants aged 12-15, at least one adult supervisor must be on site at all times.
5. Agrees persons associated with the Group at the litter removal site are considered Participants.
6. Certifies that no Participant has been convicted of a felony within the past five (5) years or is otherwise currently the subject of a criminal investigation
7. Shall file with the Department, prior to any litter removal, the attached Participant Agreement and Waiver/Release, with individual copies signed by each Participant.
6. Shall not allow any person to participate who has not returned a properly completed, signed, dated copy of the Town of Nolensville Adopt-A-Street Participant Agreement and Waiver/Release.
7. Shall contact the "Adopt-a-Street Program" to arrange an appropriate litter removal schedule that will not conflict with the Department's mowing schedules.
8. Shall conduct and have Participants attend safety meetings and pre-task briefings prior to litter removal, including any meetings required by the Department.
9. 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. If the Department does not provide the safety vests, traffic control signs, and large plastic bags the Participating Group shall not engage in any litter removal.
10. Shall prohibit any persons from participating who refuse to wear a safety vest or otherwise comply with the terms of this Agreement and the Participating Agreement.
11. Shall not allow any Participant to wear clothing which may hinder the sight of participants, and/or motorists pedestrians and/or cyclists, and/or may pose a hazard to any participant.
12. Shall remove litter at least four (4) times a year in the public right-of-way adjacent to the roadway and on medians along a minimum one-mile section of the

public right-of-way adopted by the Participating Group.

13. Shall not pick up litter at construction or maintenance sites or private property.
14. Shall remove litter during daylight hours only.
15. Shall remove litter, in the discretion of the Participating Group's Designated Representative, under good weather conditions only. The Department and/or Town of Nolensville is not responsible for advising the Participating Group's Designated Representative as to weather conditions.
16. Shall not remove litter that the Department will remove under Section (B)4). Upon encountering any litter that is large, heavy, hazardous, etc., the Participating Group shall contact the Department and otherwise avoid such litter.
17. Shall perform litter removal in strict accordance with any additional rules set forth by the Department for the Department's "Adopt-a-Street Program".

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 Participating 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).

C. No member, officer, director, or volunteer of the Participating 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.

D. The Participating 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 Participating 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 Participating Group nor any members shall be liable under this provision for damages arising out of injury or damage to person or property directly caused or resulting from the sole negligence of the Town and its member agencies, any maintaining agencies and all their officers, agents and employees.

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

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

G. 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.

H. 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 Participating Group.

NAME OF THE PARTICIPATING GROUP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINTED NAME OF PARTICIPATING GROUP'S DESIGNATED REPRESENTATIVE:

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

TOWN OF NOLENSVILLE PUBLIC WORKS DEPARTMENT

APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
Department Director

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_