

# LAKE HAVASU CITY ADOPT-A-STREET PROGRAM

## INTRODUCTION

Purpose: To provide guidance for administration of the Adopt-A-Street Program on City rights-of-way.

Policy: Lake Havasu City desires to work in partnership with volunteer organizations to reduce litter and to build civic pride in a litter-free street system in Lake Havasu City.

## DEFINITIONS

Adopt-A-Street Program: A citywide litter control program that allows volunteer organizations to contribute to a cleaner environment and a more attractive City by adopting sections of City streets and removing litter along those sections.

Adopt-A-Street Sign: A sign on City street right-of-way referring to the City's Adopt-A-Street Program and identifying the volunteer organization responsible for litter removal.

Adopt-A-Street Agreement: An agreement between Lake Havasu City and a volunteer organization participating in the Adopt-A-Street Program that delineates the responsibilities of both parties.

Volunteer Organization: Any organization empowered by law to enter into agreements, which volunteers to participate in the Adopt-A-Street Program.

## ATTACHMENTS

Adopt-A-Street Application  
Adopt-A-Street Agreement  
Adopt-A-Street Registration Form  
Adopt-A-Street Participant Roster

# Adopt-A-Street Application Form

900 London Bridge Road ▲ Lake Havasu City, AZ 86403  
Phone (928) 855-3377 ▲ Fax (928) 453-2078

Name of Volunteer Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip, \_\_\_\_\_

## List the section(s) of City streets you are interested in cleaning (in order of preference)

\_\_\_\_\_  
Street Name Vicinity

\_\_\_\_\_  
Street Name Vicinity

\_\_\_\_\_  
Street Name Vicinity

*Please note that sections of City street are assigned on a "First Come, First Served" basis. If the requested sections identified above are unavailable, alternatives will be suggested.*

\_\_\_\_\_  
Signature of Volunteer Organization Representative

\_\_\_\_\_  
Name of Volunteer Organization Representative (Please print or type)

\_\_\_\_\_  
Day Telephone Number Evening Telephone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

Return this application to: Lake Havasu City  
Adopt-A-Street Program  
900 London Bridge Road  
Lake Havasu City, AZ 86403

# Adopt-A-Street Program

## AGREEMENT

1. Parties: This Agreement is made and entered into between Lake Havasu City, an Arizona municipal corporation (“City”) and \_\_\_\_\_, a volunteer organization (“Grantee”). The parties agree as follows.
2. Background: City established a citywide Adopt-A-Street Program and Grantee desires to reduce roadside litter by volunteering to pick up litter as specified in this Agreement.
3. Grantee agrees to:
  - 3.1 Conduct cleanup activities in a safe manner and under any conditions required by City for the safety of the participants and to take full responsibility for the safety of each participant.
  - 3.2 Assign a leader to each cleanup crew and that crew leader shall have a copy of this Agreement at all times during cleanup activities.
  - 3.3 Conduct cleanup activities no less than three (3) times per year with additional cleanups performed as necessary to maintain a neat appearance.
  - 3.4 Require all participants to wear a safety vest provided by City during cleanup activities.
  - 3.5 Allow no more than ten (10) people to participate in a cleanup activity at a time over a one (1) mile section.
  - 3.6 Require that all participants be twelve (12) years of age or older. Grantee shall furnish supervision by one (1) or more adults for every eight (8) minors (for the purpose of this Agreement, a minor is between the ages of twelve (12) and eighteen (18) years) participating in cleanup activities. No one under the age of twelve (12) years is allowed to participate in Adopt-A-Street activities.
  - 3.7 Conduct safety training sessions for each participant utilizing materials and training aids provided by City prior to participating in Adopt-A-Street activities.
  - 3.8 Obtain supplies and materials from City during regular business hours at 900 London Bridge Road. Safety supplies should be returned to City at the same address during regular business hours within three (3) working days after a scheduled cleanup.
  - 3.9 Place filled trash bags at the City street shoulder for pickup and disposal by City and notify City at time of cleanup to coordinate the pickup times and locations.
  - 3.10 Notify City immediately in the event of any emergency on City rights-of-way. Participants who find anything that is hazardous or suspected to be hazardous shall not touch, but take all proper precautions and leave it for disposal by the proper authorities. In addition,

participants shall not pick up syringes, hypodermic needles, suspected drug paraphernalia, or exceptionally large, heavy, or unyielding objects. These kinds of materials should be flagged, and City notified immediately to arrange proper disposal.

- 3.11 Not schedule cleanup activities during a legal holiday, during the afternoon on the day before a legal holiday, or during holiday weekends.
- 3.12 Provide to City an “Adopt-A-Street Registration Form” for each participant taking part in any cleanup activities prior to any activity.
- 3.13 Provide to City the Statistical Report and Participant Roster form within seven (7) calendar days following the cleanup activity.
- 3.14 To the fullest extent permitted by Law, agrees to indemnify, defend, save, and hold harmless City, its departments, boards, commissions, officers, officials, agents, volunteers, and employees (“Indemnitee”) for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) to which Indemnitee may be subject, under any theory of liability (“Claims”) to the extent Claims are caused by the negligent acts, recklessness, or intentional misconduct of the Grantee, its officers, employees, agents or a tier of subcontractor in connection with the performance of this Agreement. This Indemnity includes any claim or amount arising out of the failure of Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification shall survive the termination of this Agreement.
- 3.15 Procure and maintain for the duration of the Agreement insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement.
- 3.16 Provide insurance coverage with limits of liability not less than the following:  
Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- i. The policy shall be endorsed to include the following additional insured language: “Lake Havasu City, Arizona, its departments, **agencies, boards, commissions, officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement.**”
- ii. Policy shall contain a waiver of subrogation against Lake Havasu City, Arizona, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Grantee.

- 3.17 Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) working days written notice from the insurer to the City. Such notice shall be mailed directly to City [Lake Havasu City, Attention: Contract Administrator, 2330 McCulloch Blvd. North, Lake Havasu City, 86403] and shall be sent by certified mail, return receipt requested.
- 3.18 Provide to City certificates of insurance as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates shall be mailed directly to City [Lake Havasu City, Attention: Contract Administrator, 2330 McCulloch Blvd. North, Lake Havasu City, 86403]. If requested, complete copies of insurance policies shall be provided to City. All certificates and endorsements are to be received and approved by the City within ten (10) business days of the effective date of this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.
4. City agrees to:
  - 4.1 Designate a program administrator to act as the contact person for the Agreement.
  - 4.2 Furnish and install a maximum of two (2) Adopt-A-Street signs with Grantee's name or acronym displayed within the assigned area.
  - 4.3 Furnish the Grantee with trash bags, and remove the filled trash bags from the City street shoulder upon notification by Grantee.
  - 4.4 Assist Grantee in cleaning activities when necessary (e.g., large, heavy, or hazardous items).
  - 4.5 Provide safety materials and training aids to Grantee's representative for use by Grantee in training participants.
  - 4.6 Furnish vests for all participants, and other equipment deemed necessary.
  - 4.7 Provide Grantee with appropriate traffic control equipment, consisting of an advance warning sign. The advance warning sign will read "VOLUNTEER LITTER CREW AHEAD." The sign should be placed in the shoulder, approximately three (3) feet from the lane edge, and no farther than one (1) mile from the nearest worker.
5. General Conditions:
  - 5.1 Occasionally, wildlife may be present in the vicinity of cleanup activities. Grantee shall not approach or otherwise interfere with any wildlife. If wildlife activity conflicts with cleanup activities, Grantee shall notify City immediately for resolution.

- 5.2 City may suspend this Agreement temporarily because of future construction that may take place within the limits of the assigned area. Once these activities have been completed, Grantee shall be notified and the Agreement restored.
- 5.3 The term of this Agreement shall commence on the date of the City Manager’s execution, and shall terminate one (1) year from the City Manager’s execution date, unless terminated by Grantee or City with thirty (30) days’ written notice. If this Agreement is complied with, Grantee shall have first right of renewal. Upon termination of this Agreement, the Adopt-A-Street sign shall be removed and remain the property of the City.
- 5.4 It is recommended that Grantee have a first aid kit available at the cleanup site, and at least one (1) person with a valid First Aid Card be present during cleanup activities.
- 5.5 This agreement may be cancelled under to Arizona Revised Statutes (“ARS”) § 38-511.
- 5.6 If applicable, Grantee warrants compliance with ARS § 41-4401 and that it is compliant with all federal immigration laws. Breach of this section is a material breach of this Agreement.
- 5.7 If applicable, Grantee shall comply with ARS §§ 1-501 and 1-502 with regard to demonstrating lawful presence in United States when applying to receive a public benefit.

6. Assigned Street Section:

Street Name

From:

To:

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7. Signatures:

_____	Name of Volunteer Organization	
_____	Address	
City Manager	_____	
_____	City, State, Zip	
Date ( <i>effective date</i> )	Signature of Volunteer Organization Representative	
_____	Name of Volunteer Organization Representative	
Approved as to form:	_____	
_____	Home Address	
_____	City, State, Zip	
City Attorney	Day Telephone	Evening Telephone

# Adopt-A-Street Registration Form

900 London Bridge Road ▲ Lake Havasu City, AZ 86403  
Phone (928) 855-3377 ▲ Fax (928) 453-2078

Volunteer Organization Name			
Name of Participant			
Address	City	Zip	Telephone Number
Person to notify in case of emergency		Relationship	
Address	City	Zip	Telephone Number

### Warning – Please Read Carefully

Participants in the Lake Havasu City Adopt-A-Street Program are advised that working adjacent to City streets is a VERY DANGEROUS ACTIVITY, with risks of serious injury and even death. Each participant is further advised that the risk of harm is present even if all safety precautions are followed.

Participant agrees to exercise due care in performing Adopt-A-Street Program activities. Participant must receive safety training provided by the Volunteer Organization utilizing materials and training aids furnished by the City, and wear a safety vest provided by the City and appropriate protective clothing while participating in any Adopt-A-Street activities.

**Hold Harmless Clause:** To the fullest extent permitted by law, Participant, or Participant’s parent or guardian if applicable, agrees to indemnify, defend, save, and hold harmless Lake Havasu City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees (“Indemnitee”) for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) to which any Indemnitee may become subject, under any theory of liability (“Claims”) to the extent that Claims are caused by the negligent acts, recklessness, or intentional misconduct of the Participant arising out of or as a result of participation in the Adopt-A-Street Program. Participant agrees to be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable.

**Waiver:** Participant, or Participant’s parent or guardian, waives the right to any claim for damages or injury of any kind, accruing to Participant arising out of or as a result of participation in the Adopt-A-Street program.

**PARTICIPANTS ARE AGAIN ADVISED THE SAFETY PRECAUTIONS DESCRIBED ABOVE DO NOT  
GUARANTEE THEIR SAFETY WHILE A PARTICIPATING IN THIS PROGRAM.**

By signature below, I acknowledge that I have read this form completely, and I understand the responsibilities, the hazards and the privileges of participation in the Lake Havasu City Adopt-A-Street Program. Participation in this program is voluntary.

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Signature of Participant/Parent or Guardian if Participant is under the age of 18 years

Date

