

Adopt-a-Street Agreement

This Adopt-a-Street Agreement (“Agreement”) is made and entered into between City of Menifee, hereinafter called “City” and _____ hereinafter called “Volunteer.” City and Volunteer may be referred to individually as “Party” or collectively as the “Parties.”

City hereby authorizes the Volunteer permission to participate in the Adopt-a-Street Program (“Program”) in accordance with the following terms and conditions:

Recitals

WHEREAS, Volunteer requests of City that Volunteer be allowed to adopt a street segment for beautification and clean-up purposes; and

WHEREAS, Volunteer wishes to keep Menifee, California clean and beautiful; and

WHEREAS, City wishes to keep Menifee, California clean and beautiful; and

WHEREAS, at Volunteer’s request, City will include Volunteer in its Program.

NOW, THEREFORE, incorporating the foregoing recitals herein, City and Volunteer mutually agree as follows:

Section 1. Volunteer commits to a two (2) year service from date of this agreement. The term of this Agreement begins on _____ and terminates on _____, unless terminated earlier by either City or Volunteer. Upon termination of this Agreement the Adopt-a-Street sign for Volunteer will be removed and belong to City.

Section 2. Volunteer agrees to follow said Adopt-a-Street Program Policies, Rules, and Procedures hereto attached as “Exhibit A.” Volunteer further agrees to follow instructions provided in this agreement including Exhibit “A” (Adopt a Street Program, Polices, Rules and Procedures) and any specific intructions provided for assigned street segment.

Section 3. Clean up adopted street segment no less than four (4) times per year; clean up at least once every three (3) months.

Section 4. Conduct cleanups only during the daylight hours of 8:00am to 5:00pm and during good weather conditions.

- Section 5.** Contact City and schedule a time for the trash to be properly disposed. Volunteer shall arrange this disposal time at least two (2) weeks prior to the cleanup.
- Section 6.** Place filled trash bags in a location designated by City for disposal.
- Section 7.** Ensure all of Volunteer’s participants are at least thirteen (13) years of age and that there is a ratio of one (1) supervising adult, over the age of twenty one (21), for every five (5) minors.
- Section 8.** Volunteer shall verify that Volunteer and each participant associate with Volunteer complete and sign a Volunteer Registration and Release Form, hereto attached as, “Exhibit B,” prior to participating in a cleanup. Minors must obtain a Parent’s/Guardian’s informed consent. All forms shall be submitted to the City prior to a cleanup.
- Section 9.** Volunteer fully understands that performance of the services specified in this Agreement may involve some risk of injury to Volunteer. By signing the Registration and Release Form, Volunteer agrees to assume all risks which accompany the performance of the services rendered by Volunteer and its participants and Volunteer shall make no claim of any kind against the City, its agents, or employees for any injuries which may arise from the performance of Volunteer’s services.
- Section 10.** Obtain supplies from the City during normal business hours.
- Section 11.** Require all participants to wear an orange vest during cleanups and encourage the use of protective clothing.
- Section 12.** Report hazardous materials. Hazardous materials are those materials in which their transportation “in commerce in a particular amount and form may pose an unreasonable risk to health and safety or property” as determined by the U.S. Secretary of Transportation. (49 U.S.C. 5103.) These materials include, but are not limited to, explosive, radioactive material, infectious substance, flammable or combustible liquid, solid, or gas, toxic, oxidizing, or corrosive material, and compressed gas or a group or class of similar materials.
- Section 13.** Return remaining supplies furnished by the City within five (5) calendar days of completing the cleanup.
- Section 14.** Call 911 in the event of any emergency during the cleanup.

- Section 15.** City shall provide and install an Adopt-a-Street sign with Volunteer name or acronym. The sign shall be installed after the first cleanup is completed and shall remain in place for the duration of the two (2) year period or until the contract is terminated.
- Section 16.** City shall furnish Volunteer with trash bags, trash pickers, and safety vests for cleanups.
- Section 17.** City shall dispose of the litter collected by Volunteer and arrange for the removal of hazardous materials if any are identified by Volunteer.
- Section 18.** By signing below, Volunteer recognizes the hazards and risks associated with participating in the Adopt-a Street Program and agrees to the the terms and conditions set forth by City of Menifee.
- Section 19.** The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.
- Section 20.** The person(s) executing this Agreement on behalf of Volunteer warrant(s) that: (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, and (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement.
- Section 21.** It is understood and agreed by City and Volunteer that if any part, term, or provision of this Agreement is held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
- Section 22.** Volunteer agrees that, in all work performed hereunder, the Volunteer shall receive no compensation from City. Volunteer is not an employee of City for any purpose and is not entitled to any compensation benefits, insurance, or salary.
- Section 23.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the Parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

Section 24. City shall not be deemed a partner or joint venturer with Volunteer.

Section 25. All notices relevant to this Agreement shall be provided in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

City: **CITY OF MENIFEE**
City HALL
29844 Haun Road
Menifee, California 92586

Volunteer: _____

Menifee, CA 925__

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

Street _____ From _____ To _____

Volunteer: _____

Address: _____

City, State, Zip: _____

Phone: _____

(Signatures on Next Page.)

“City”
CITY OF MENIFEE

By: _____
Armando G. Villa
City Manager

Date: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
Nicolas Fidler
Public Works Director

Date: _____

APPROVED AS TO FORM:
CITY ATTORNEY’S OFFICE

By: _____
Jeffrey T. Melching
City Attorney

Date: _____

“Volunteer”

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A

Adopt-a-Street Program Policies, Rules, and Procedures

POLICY

The Adopt-a-Street Program (“Program”) is a public participation program of City of Menifee’s (“City”) Public Works Department (“Department”). The Program’s purpose is to encourage residents and community organizations to aid in the removal of litter from adoptable City streets. Adoptable streets are public streets located in City. The Program does not apply to state highways, country roads, or private roads. A Volunteer shall only be permitted to pick up litter on the designated sections of the street.

ELGIBILITY

Non-profit organizations, private corporations, community organizations, and individuals are eligible to participate in the Adopt-a-Street Program. An interested party is only permitted to participate the Program after an Adopt-a-Street Agreement (“Agreement”) is fully executed by the City and the interested party (“Volunteer”). A Volunteer must review this Adopt-a-Street Program Policies, Rules, and Procedures (“Policies”) prior to completion of an Agreement.

RULES AND CONDITIONS

1. The length of the street section adopted should be at least one (1) mile long and no more than two (2) miles. Contact the Public Works Department Maintenance Operations Center at 951-723-3757 for a list of available street sections.
2. The Adopt-a-Street Program Agreement between the City and the Volunteer shall be effective for two (2) years and eligible for renewal if the program responsibilities have been fulfilled.
3. The Volunteer who signed the Adopt-a-Street Agreement is required to ensure that at least four (4) cleanups per year, three (3) months apart, occur within the two (2) year commitment period.
 - a. The Agreement only permits litter pickup, and the Volunteer and its participants do not have the right to plant, mow, or do other activities relating to the street pursuant to this Agreement.
 - b. Cleanups shall only be performed during daytime hours (8am -5pm).
4. The Agreement may be terminated by the City or the Volunteer upon ten (10) days’ written notice, served by mail or personal service, to all other parties.
5. No children under the age of thirteen (13) may participate. Children ages thirteen (13) to seventeen (17) may only participate under the supervision of an adult twenty-one (21) years of age or older. At all times, the Volunteer shall ensure there is at least one (1) adult supervisor for every five (5) minors.
6. The City shall provide safety vests to be worn during cleanup, trash pickers, and trash bags for litter removal. The remaining supplies shall be returned to City within five (5) calendar days of completing the cleanup.

PROCEDURES

1. Volunteers interested in the Adopt-a-Street Program should contact the City of Menifee's Adopt-a-Street Program administrator ("Program Administrator") at 951-723-3757.
2. The Program Administrator will explain and discuss the Program with a responsible representative of the interested Volunteer, emphasizing the required two (2) year commitment.
3. Each Volunteer shall be responsible for completing an Adopt-a-Street Agreement and obtaining approval from the City.
4. Prior to each cleanup event, the Volunteer and all participants involved must sign and submit an Adopt-a-Street Registration and Release Form, attached as "Exhibit B" to the Adopt-a-Street Agreement to City.
5. The Volunteer will be responsible for contacting the Program Administrator to arrange a litter pick up date at least two (2) weeks prior to the cleanup event.
6. After the first cleanup, the City will provide and install one (1) Adopt-a-Street sign with the Volunteer's name. The City reserves the right to edit the wording of the sign and has final approval of the sign. The sign will remain in place for the designated adoption period of two years, or longer if the Agreement is renewed. If the sign is damaged, the Volunteer will have the option to pay to have it replaced. Otherwise, the sign will not be replaced by the City.

**Exhibit B
Adopt-a-Street Program
Volunteer Registration and Release**

Grantee Name			
Name of Participant			
Address	City	Zip	Phone Number
Emergency Contact Name	Relationship		Phone Number

The City of Menifee Adopt-a-Street Program is for non-profit organizations, corporations, and individuals that desire to volunteer their time and services to aid in keeping the City clean. Participants are advised that working adjacent to City streets can be a dangerous activity. Participants are required to wear orange vests provided by City and are encouraged to wear personal protective equipment and clothing.

As a volunteer for the City of Menifee, I agree to follow all of the rules outlined in the Adopt-a-Street Program Policy, Rules, and Procedures and abide by all safety practices.

I acknowledge that my participation in the Adopt-a-Street Program involves risks of physical injury and death. I hereby agree to be responsible for all risks associated with my participation in the Adopt-a-Street Program, and I hold harmless the City of Menifee, its departments, officials, employees, and agents ("City Parties") for any injury or damages which may result from my participation in the program. I waive my right to any claim and lawsuit against the City Parties for damages or injury of any kind that may be inflicted upon me while participating in the Adopt-a-Street Program. I agree to hold harmless, defend, and indemnify the City Parties from all claims and lawsuits for injury, loss, or damage to other individuals or organizations which may result from my participation in the Adopt-a-Street Program.

Signature of Participant Date

I certify that I am the parent or legal guardian of the aforementioned participant and that I have read and understood the foregoing release and waiver. I, too, hereby agree to the terms and conditions contained herein on behalf of my child and myself.

Name of Parent/Guardian Phone Number

Signature of Parent/Guardian Date
(If participant is less than 18 years old)

