



CITY OF UNIVERSITY PLACE – POLICIES & PROCEDURES

TITLE: Adopt-A-Street (Park)		POLICY MANUAL SECTION & NO.	
APPROVED BY	REVISES OR SUPERSEDES	EFFECTIVE DATE:	

Purpose

This policy applies to the Adopt-A-Street and Adopt-A-Park program. This policy creates a framework under which citizens and citizen groups can contribute to the City by "adopting" a section of a City street or park, and agreeing to improve it through litter pick-up, maintaining flower beds, painting and other manual labor.

Possible Exposures

Community service programs such as Adopt-A-Street and Adopt-A-Park allow organized groups of citizens to contribute to the City by "adopting" a section of a City street or park, and agreeing to improve it through litter pick-up, maintaining flower beds, painting and other manual labor. Volunteers engaged in these programs may suffer injury while performing the duties associated with adopting a street or park. Volunteers may cause injury or property damage while performing the duties. Either may result in potential liability claims against the City.

Policy

1. Adopt-A-Street and Adopt-A-Park participants should not be allowed to operate City owned heavy equipment. The City should not assist in supplying participants with heavy equipment or specialized tools. If specialized tools and equipment are needed, then the City should operate them.
2. Adopt-A-Park participants should use a City approved, qualified contractor to install equipment to manufacturer's specifications, or the City should perform the installation. If Adopt-A-Park participants install newly purchased equipment themselves, the City should have a manufacturer's representative inspect and certify installation was done to manufacturer's specifications.
3. Adopt-A-Street and Adopt-A-Park participants must sign a Release Form to participate in the program (Exhibit A).
4. The contact person of the volunteer organization should sign an agreement between the City and the volunteer organization which authorizes the participants to perform specified duties in accordance with terms and conditions which the City has set (Exhibit B).
5. The City should provide training and informational brochures to leaders of volunteer groups on safety procedures, including proper handling of dangerous materials.

Exhibit A
ADOPT-A-STREET (PARK) VOLUNTEER
RELEASE WAIVER AND HOLD HARMLESS

The City of University Place Adopt-A-Street (Park) program is for volunteers who donate their time to help keep the City clean. Participants are advised that working adjacent to a City street or in a City park can be hazardous. Participants shall exercise proper care in performing litter collection activities. Participants must wear the safety hat, vest and gloves furnished by the City, and must wear appropriate protective clothing such as long pants and a long sleeve shirt, and thick-soled boots or shoes.

Participants may be entitled to receive full coverage for medical treatment required for injury incurred during participation in the Adopt-A-Street (Park) program under the medical aid provisions of the Worker's Compensation Act, which is administered by the Department of Labor and Industries, but not for loss of time because of injury or illness, or for lasting disability or death.

As a volunteer for the City of University Place I agree to follow all of the rules outlined in the Adopt-A-Street (Park) program policy. I acknowledge that City personnel will provide direction and limited supervision regarding my duties as a volunteer. I will use all provided equipment appropriately and follow all safety practices.

I am aware that the work contemplated in the Adopt-A-Street (Park) program involves certain risks of physical injury and death. Being fully informed as to these risks and in consideration of being given the privilege to participate in the Adopt-A-Street (Park) program, I hereby, on behalf of myself and my heirs, assume all risks in connection with my participation in this program and I further hold harmless the City of University Place, its officials, employees and agents for any injury or damages which may occur to me while I am participating in this program and I waive any right to bring claim or lawsuit against them for any such injury, damage or death. Furthermore, I agree to hold harmless, defend and indemnify the City of University Place, its officials, employees and agents from any and all claims and lawsuits for injury, loss, or damage to other persons or entities which may arise in the future as a result of or in connection with my participation in the Adopt-A-Street (Park) program except for injuries or damages caused by the sole negligence of the City. I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this program.

Signature of Participant

Date

I certify that I am the parent or legal guardian of the participant above-named; that I have read and understood the foregoing release and waiver; and that in consideration of allowing the participant to participate in the City's Adopt-A-Street (Park) program I join in the release and waiver without reservation and agree to release and waive any claim or legal cause of action that I might have arising out of any personal injury, damage or death of the participant as against the City of University Place, its officials, employees and agents. I further grant my full consent and authorization for the above-named participant to engage in the activity described above. Furthermore, I authorize all reasonable medical treatment that may be necessitated in the event of injury or accident occurring to the participant named above while working in the Adopt-A-Street (Park) program.

Signature of Participant

Date

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

Date

Exhibit B
CITY OF UNIVERSITY PLACE
ADOPT-A-STREET(PARK) AGREEMENT

This agreement is made and entered into between the City of University Place, hereinafter called the "City" and

hereinafter called the "grantee".

Whereas City resolution _____ authorizes the City to establish a City-wide Adopt-A-Street (Park) program; and whereas the grantee wishes to contribute toward the effort to reduce roadside litter.

The City does hereby authorize the grantee permission to participate in the Adopt-A-Street (Park) program by engaging in such activities as picking up litter, planting flower beds, or painting park equipment, within the assigned sections of streets (parks) designated below, in accordance with the following terms and conditions:

The grantee does hereby agree:

1. To conduct cleanup activities in a safe manner and comply with any conditions as may be required by the City for the safety of the participants. Safety of the participants is the number one priority of the program.
2. To assign a leader to the cleanup crew. The crew leader shall have a copy of this agreement with him or her during the cleanup.
3. To pick up litter no less than ___ times per year. Additional cleanups should be done as necessary to maintain a neat appearance. Recommended cleanup interval is once every three months.
4. To have all participants wear the safety hat, vest and gloves furnished by the City during cleanup activities.
5. A minimal number of vehicles shall be used to transport the participants to the assigned area. Vehicles should be parked as far off the driving surface as possible.
6. Participants shall be at least 16 years old for Adopt-A-Street projects or at least 14 years old for Adopt-A-Park projects. The grantee shall furnish supervision by one or more adults for every eight (8) minors (less than 18 years old) participating in the cleanup activity.
7. To obtain supplies and materials from the City during regular business hours.
8. To place filled trash bags and materials on the street shoulder for disposal by the City.
9. To call 911 (Police/Fire Emergency) in the event of any emergency during the cleanup. Participants who find anything that is hazardous or suspected to be hazardous will not touch it, but will flag the item for disposal by the proper authorities.
10. Participants will not pick up syringes, hypodermic needles, broken glass, exceptionally large, heavy, or unyielding objects. These kinds of materials should be flagged and the City notified as soon as possible to arrange for proper disposal.

11. To provide the City a roster of individual participants in the cleanup within three (3) working days after the cleanup.
12. The crew leader will report any injuries incurred by participants during cleanup activities to the City within two working days of the injury. Notification will be provided on Incident/Accident Report Form furnished by the City.
13. To return to the City within three working days the materials furnished by the City.

The City agrees to:

1. Furnish and install an ADOPT-A-STREET (PARK) sign with the grantee name or acronym. The sign will be installed at one end of the section of street or in the park for which the grantee is responsible.
2. Furnish the grantee trash bags, safety hats and vests.
3. Remove the filled trash bags from the street shoulder.
4. Assist the grantee in cleaning up the litter if necessary, i.e., when large, heavy or dangerous items are found.
5. Provide the grantee materials as necessary to enable the participants to perform their donated services.
6. Provide the grantee with traffic control equipment, which consists of an advance warning sign. The advance warning sign is diamond shaped, with black letters on an orange background that reads, VOLUNTEER LITTER CREW AHEAD. The sign should be placed in the shoulder, approximately three feet from the lane edge, and no farther than one mile from the nearest worker.
7. Maintain necessary records required to secure medical aid benefits under RCW chapter 51.12.035 for participants.

The City recommends the grantee have a first aid kit available at the cleanup site and at least one person with a valid first aid card be present during cleanup activities. The City also recommends the grantee have a cellular phone or radio at the clean-up site.

Recycling is an accepted and encouraged activity. Recyclable items collected by participants may be removed from the site at the option of the grantee. Profits from the sale of recyclable items shall belong to the grantee.

The City may suspend this agreement temporarily because of construction in the assigned area. After the construction is complete the grantee will be notified and the agreement restored.

The term of this agreement shall begin on the date of execution indicated below and shall end on the date of termination unless terminated by the City or the grantee on 30 day written notice. Upon termination of this agreement the ADOPT-A-STREET (PARK) sign will be removed and remain the property of the City.

Assigned Street Section (Park):

Street (Park) _____ From _____ To _____

City of University Place
3715 Bridgeport Way West

Name of Organization

University Place, WA 98466
253-566-5656

Address

Date of execution

City, State, Zip

Date of termination

Name of organization contact

Home address

City, State, Zip

Day phone

Evening phone

Adopt-A-Street Coordinator
Gary Cooper,
Public Works Superintendent

Signature of Organization Contact

Title

Adopt-A-Park Coordinator
G. Joan Lawson, Parks Project Manager