



### **CITY OF FRANKLIN ADOPT-A-ROADWAY HOLD HARMLESS AGREEMENT**

**HOLD HARMLESS CLAUSE:** By signing on the reverse side of this Agreement, the permittee, all its volunteers, or where volunteer is a minor, his/her parent or guardian shall and do hereby indemnify, defend, save and hold harmless the City of Franklin and its officers, employees and agents from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including attorney fees and litigation and/or arbitration expenses, which may be brought or made against or incurred by the City on account of loss of or damage to any property or for injuries or death of any person caused by, arising out of, or contributed to, in whole or in part by reasons of any act, omission, fault, mistake, or negligence of permittee, its employees, agents or representatives, or contractors or subcontractors, their employees, agents, or representatives, or volunteers, in connection with or incident to the performance of this event. Permittee's and volunteers' obligations under this provision shall not extend to any liability caused by the sole negligence of the City or its employees.

**WAIVER:** The permittee, all volunteers, or where volunteer is a minor, his/her parent or guardian hereby waive the right to any claim for any damages or injury of any kind or death accruing to the permittee or to any volunteer or their property arising out of or as a result of the use of this permit except said waiver does not extend to any such claim which is caused by the sole negligence of the City or its officers and employees.

### **ADOPT-A-ROADWAY PROGRAM TERMS AND CONDITIONS**

1. The Group and its members are to be considered as volunteers and not as officers, employees, or agents to the City of Franklin. Any injuries, claims, liabilities, suits or costs arising from Group or Group members' activities relating to this permit shall be the sole responsibility of the Group or its individual members.
2. The Group agrees to indemnify and hold harmless the City of Franklin from any injury, cost, suit, liability or award arising from the issuance or exercise of this permit, or because of any adverse effect upon any person or property attributed to the works of the Group.
3. Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the City for special conditions that may exist on a particular adopted section.
4. The Group agrees to abide by terms and conditions set forth in a Work Plan Form. The Group agrees to submit a completed work plan and Application before approval to begin. The City will then complete and return the approved work plan to the address provided.
5. The Group shall pick up litter a minimum of twice a year between April 1 and November 1. The Group shall not work beyond its section limits.
6. The Group shall not pick up litter on medians, bridges, in tunnels, on overpasses or around other structures that would pose a danger.
7. The Group shall supply one adult supervisor for every 5 to 6 workers.
8. Each participant shall have reviewed the Wisconsin Department of Transportation Adopt-A-Highway Safety Training Video prior to participate. A link to this video is available on the city website. The Group leader shall review the safety rules with all participants before proceeding to the highway segment.
9. All participants shall be at least 11 years of age or in 6<sup>th</sup> grade. No other persons shall be present at worksite.
10. The Group shall work only during daylight hours and in good weather.
11. Traffic safety signs shall be displayed properly during litter pickup. Groups shall work on only one side of the road at a time.
12. All participants shall provide verification of health insurance. A copy of verifications shall be attached to the Hold Harmless Agreement.
13. All participants shall wear safety vests.
14. When the Group encounters closed containers or items suspected to be hazardous, these items shall not be touched. Items of serious concern should be noted on the group's cleanup report.
15. The Group shall place filled trash bags at the designated pickup site and shall recycle trash as required by the City.
16. The Group shall provide all supplies, including safety vests, warning signs, and the Group shall provide minimum 30-gallon trash bags with adequate construction to not easily tear and rip.
17. The Group shall not collect litter during the following holiday periods, Memorial Day extended weekend, July 3–5 and Labor Day extended weekend.
18. Within 24 hours of a collection, the Group shall email or mail the completed Clean-Up Report Form to the City Engineering Department.
19. Within 12 hours of a collection, the Group shall call the Department of Public Works and leave a message for location of collected garbage.
20. The Group shall plan for off-road parking or shuttle bus type of travel to the worksite. All vehicles at the pickup site shall be parked at least 3 feet from the pavement when parking on the highway.
21. The Group may keep any recyclable materials.
22. Partisan political groups (groups of people with common political opinions and purposes organized for gaining political influence, governmental control and for directing government policies) shall not be permitted to participate.
23. The Group shall notify the City of abandonment of their segment. This permit is valid until such time the Group notifies the City of abandonment.