



CITY OF PEORIA, ARIZONA
APPLICATION FOR PERMIT TO USE CITY OF PEORIA RIGHT OF WAY

Application is here by made for a permit to enter upon and use a portion of the City of Peoria Right-of-Way and to participate in the City of Peoria ADOPT-A-STREET PROGRAM.

NAME of Group: _____

ADDRESS of Group: _____

NAME of Coordinator: _____

ADDRESS of Coordinator: _____

Daytime Phone: _____ Email address: _____

Signature of Applicant: _____

Street: _____ from: _____ to: _____

REQUEST ON SIGN: _____

This application is to pick litter three (3) times a year on the above listed street is granted to the above listed Group.

1. The Group shall designate a Coordinator who shall represent the group. The Coordinator shall, on each work occasion, notify the City Peoria's representative at 623-773-7456, seven (7) working days prior to start of any work authorized by this permit. City of Peoria furnished litter bags and orange vests shall be obtained at 8850 North 79th Avenue, Monday through Friday, 8:00 am to 4:00 pm except holidays.
2. City of Peoria reserves the right to approve, disapprove and/or edit names and wording that go on the ID signs.
3. Work shall be conducted during daylight hours. Work shall not be conducted on holiday weekends, or within 24 hours proceeding a holiday weekend unless specifically authorized as an amendment to this permit.
4. Litter pickup shall not be performed within six (6) feet of the traveled way, upon bridges, culverts, or structures of any kind. Pickup within medians is allowed only when specifically authorized in this permit.
5. Workers shall not cross the traveled way of access controlled streets.
6. If weather or other adverse circumstances cause a public hazard, work shall be immediately discontinued.
7. Volunteer performing work under this permit shall wear personal protective clothing, i.e., long pants, sneakers, or work boots, including safety vests, while on City Right-of-Way.
8. Each Group's Coordinator shall attend a safety orientation conducted by the City of Peoria prior to entering the City right-of-way. Work shall not initiate prior to briefing on safety procedures by the City Representative. The orientation shall include a discussion and explanation of the attached safety requirements. Each individual must participate in a safety orientation at least once during each calendar year conducted by the Group's Coordinator or designee.



9. The Group Coordinator or adult supervisor shall be assigned by the volunteer organization for each 10 children between the ages of 11 and 18 years of age. No child less than 11 years of age shall be allowed to participate or to remain in the City's right-of-way assigned to the permittee.
10. Blowing or raking of leaves, clippings, litter, etc. onto the pavement will not be permitted.
11. Participants' personal vehicles shall not be parked within the City's right-of-way of an access controlled roadway, and on all other roadways shall be legally located off the traveled way so as not to interfere with the free flow of traffic or pedestrians; except approved vehicles used to transport participants or materials to and from the work site may be parked off the roadway on access controlled roadways. If permit is for access controlled roadways, see map which indicates where parking is allowed.
12. The permit is valid for two (2) calendar years from date of issue and may be renewed with the City's approval.
13. Each participant (or parent of guardian of a minor participant) shall sign a waiver form for each pickup event. The permittee has volunteered to pickup litter in the City's right-of-way at his/her own risk. The City of Peoria and its officers and employees shall not be liable for any death, injury or property damage claims and all the costs associated therewith which may arise. If any claim arises out of the foregoing, the permittee shall defend, indemnify and save harmless the City of Peoria and its officers and employees from same. Permittees' obligation under the Section shall not extend to any liability caused by the sole negligence of the City of Peoria or its employees.
14. The permit may be cancelled by the City for non-conformance with permit provisions.

The City of Peoria will provide safety training, litter bags, and safety vests. The City of Peoria will pick up filled litter bags. The City of Peoria will erect signs showing the participation of the group of the group's name in the Adopt-A-Street Program. The work order for the sign will be processed as soon as this permit is approved and the sign will be installed in approximately four (4) weeks

PERMIT NUMBER _____ **DATE** _____

A permit is hereby issued to the foregoing for the purpose contained in the application and upon the expressed condition that every agreement and any special provision contained herein is faithfully performed. Work is authorized only for the period indicated below.

CITY OF PEORIA, ARIZONA

PERMIT EXPIRES:

Janet Ramsay
Public Works Operations Manager

Date

Risk Management

Date



**AGREEMENT
BETWEEN
CITY OF PEORIA, ARIZONA
AND**

The City of Peoria, hereinafter called the "City", and _____, hereinafter called the "Group", recognize the need and the desirability of litter-free streets and are entering this Agreement to permit the Group to contribute toward the effort of maintaining litter-free roadways.

By signature below, the Group acknowledges the hazardous nature of the work and agrees to the following terms and conditions:

- The Group will assign a coordinator, who is responsible for all communication with the City and items furnished by the City.
- Each Group shall conduct at least one safety meeting per year. The Coordinator must attend an initial safety meeting conducted by the City at 8850 North 79th Avenue.
- Group will adhere to all Safety rules listed in the Safety brochure and outlined in the Permit.
- Group will have each individual sign a waiver each time roadway is picked up (if participant is a minor, "waiver" must be signed by a parent or guardian) and returned to the Department along with all other items furnished.
- When participants are 18 years of age or younger, the Group shall furnish adequate supervision by one or more adults.
- Group shall adopt a section of roadway that is a minimum of one mile in length.
- Group shall be required to adopt for a minimum of a two-year period.
- Group shall contact the City seven working days prior to any work to schedule a pickup of loose items.
- Group shall obtain required supplies and materials from the City during regular business hours.
- Group shall place filled trash bags at one location at the adopted site for pickup and disposal by the City within three to five business days.

The "City" agrees to accomplish the following:

- Erect a pair of signs with the Group's name displayed on a segment of road.
- Provide safety vests, trash bags and safety literature.
- Remove the filled trash bags the first workday after the pickup.



- Remove litter from the adopted section only under unusual circumstances, i.e. when large, heavy, or hazardous items are found.
- Unused materials and supplies furnished by the City shall be returned to the City. If in the sole judgment of the City, it is found that the adopting Group is not meeting the terms and conditions of this agreement, upon 30 days notice the City may terminate the adoption agreement and remove the signs.

The City recognizes the Group as the adopting organization on _____ from _____ to _____ and the Group accepts the responsibility of picking up litter on this section of roadway and promoting a litter-free environment in the community for a period beginning _____ and ending _____. (minimum of two years)

Norma Bonaski

City Representative

Name of Group

Name of Coordinator

Signature

Address

Daytime phone number

Email address



**CITY OF PEORIA, ARIZONA
ADOPT-A-STREET PROGRAM
WAIVER AND AGREEMENT TO ARBITRATE FORM
ACKNOWLEDGEMENT OF RISK**

NOTICE: BY EXECUTING THIS AGREEMENT YOU WILL BE ACKNOWLEDGING THE EXISTENCE OF CERTAIN RISKS AND GIVING UP CERTAIN LEGAL RIGHTS MORE SPECIFICALLY DESCRIBED BELOW:

PLEASE READ CAREFULLY.

Application is made by the undersigned participant(s) in the City of Peoria’s Adopt-A-Street pickup event within the City’s Right-of-Way location as follows:

Name of Group _____

Street On: _____ **from:** _____ **to:** _____

_____ **to:** _____
(date contract begins) **(date contract ends)**

Note: The term “City of Peoria” includes the City, its elected officials and officers, employees, independent contractors, contractors, subcontractors, agents and assigns.

The term “undersigned participant” includes the permittee, all of its participants and each individual whose signature is listed below.

1. **ACKNOWLEDGEMENT OF RISK.** Each undersigned participant acknowledges that engaging in clean up activities includes risks of injury, including but not limited to:
 - a) Being struck by motor vehicles operated in public right of way.
 - b) Injury from objects accidentally or intentionally tossed from or thrown by motor vehicles or person thereon.
 - c) Injuries from cuts, abrasions and infections from picking up litter on the right of way.
 - d) Injuries from landscaping and debris left on the public right of way.
 - e) Injuries from reptiles, animal bites, insect stings from reptiles, animals or insects that may respond in an aggressive manner
 - f) Exposure to adverse weather conditions, i.e. sun, heat, wind, rain, etc.

By execution of this document, each of the undersigned is indicating that they are in good health and have no physical or mental conditions that would prevent them from engaging in the strenuous physical and mental activity that will result fro their participation in this program.

2. **HOLD HARMLESS CLAUSE.** Each undersigned participant(s), on their behalf and on behalf of their martial communities, if any, (and if a minor is participating as parent and guardian of the minor) agrees to indemnify, defend, and save harmless the City of Peoria from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorneys’ fees and litigation expenses that may be brought or made against or incurred by the undersigned participant 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 reason of any action, omission, professional error, fault, mistake or negligence of the undersigned participant, its agents, employees, or representatives, subcontractors, their employees, agents or representatives in connection with or incident to the performance of this Agreement or arising out of Workers’ Compensation claims, Unemployment Compensation claims or unemployment disability compensation claims of employees of the undersigned participant and or its subcontractors or claims under similar such laws and obligations. City of Peoria and all of its participants’ obligations under this agreement shall not extend to any liability caused by the sole negligence or intentional acts of the City of Peoria or its employees.



3. **WAIVER.** The undersigned participant on their participant agrees that any claim or controversy relating to their participation in the City of Peoria Adopt a Street Program. This waiver includes the rights to damages in tort for personal injury, damages in contract and any other form of damages existing at common law or since related by statute or court decision. This waiver also covers rights to attorneys' fee and litigation expenses. The intentional acts of the City of Peoria or its officers and employees.

4. **AGREEMENT TO ARBITRATE.** The undersigned participant agrees that any claim or controversy relating to their participation in the City of Peoria Adopt –a-Street Program or to the performance of their duties or the breach thereof shall be settled by arbitration in accordance with the Arizona Arbitration Act, A.R.S. § 12-1501.et.seq. The undersigned participant acknowledges and agrees that by executing this agreement they are waiving the following specific rights and all other rights implicit in a trail in the Arizona Justice or Superior Courts or United States District Court.
 - a) Right to Trial by Jury.
 - b) Right to court ordered discovery and exchange of documents.
 - c) Right to subpoena witnesses on their behalf and to examine city witnesses before a jury.
 - d) Right to demand the production of documents and records and to compel physical examinations.

The consideration for this agreement is the desire of both the City and undersigned participant to maintain and operate and adopt the street program that will beautify the city and enhance the community as a place to live and work, and to minimize legal and litigation costs arising from such programs to the benefit of the City and the undersigned participant.

Signature

Date

ACON NUMBER: _____

Janet Ramsay, Public Works Operations Manager

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney



SIGN REQUEST FORM

Two (2) lines with up to 15 letters per line (includes spaces) the message would be centered on the sign. You do not need to center on this request.

Name of the Group _____

Street: _____ from _____ to _____

Sign approval
by Public Works Operation Manager