

## **REQUESTING SPONSOR:**

 Organization or Group

 Street and/or Box Number

 City and Zip

 Contact Person

 Telephone Number

Email

The proposed area to be adopted is area \_\_\_\_\_ on the Adopt-A-Road master map.

Approval is hereby requested to enter within the City of Valley right-of-way to perform litter removal.

## AGREEMENT

The sponsor agrees that if granted a permit to do said work, the following stipulations shall govern:

- 1. This application shall have been approved prior to sponsor beginning any operations as requested herein.
- 2. Sponsor agrees to indemnify and hold harmless the City of Valley, their officers and employees from all liability, judgment, costs, expenses, and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property, or third party arising out of the performance or non-performance of said work.
- 3. No vehicles, equipment, or materials are to be parked or stored within thirty (30) feet from the edge of the pavement, except during times of litter pickup when a vehicle may be allowed to be parked on the shoulder.
- 4. Right-of-way markers and land monuments shall not be removed, altered, or damaged.
- 5. This permit shall be subject to any laws now in effect, or any laws which may be hereafter enacted, and all applicable rules and regulations of local, state, and federal agencies.
- 6. The sponsor agrees to give the City of Valley a one (1) week notice of intention to start operations. Such notice shall be given either by phone call to 402-359-2251 or email to <u>deggen@valleyne.org</u>.
- 7. The sponsor shall carry out the work as required and authorized by this Agreement with serious regard to the safety of the traveling public, adjacent property owners, and volunteers or employees of the sponsors. Traffic protection signs will be loaned to the sponsor for use in

traffic control and returned to the City of Valley Public Works department at 203 N Spruce St, Valley Nebraska when litter removal is completed.

8. The sponsor acknowledges that all personnel involved in this project are initiators and volunteers directed by the sponsor and that the sponsor accepts full responsibility for any injuries or damages sustained by or caused by such personnel. The sponsor acknowledges that they or their volunteers are in no way considered to be employees of the City of Valley.

In consideration of the above, the sponsor the City of Valley, further agrees to the following terms and conditions of this Agreement.

## SPONSOR'S ADDITIONAL RESPONSIBLITIES:

- To perform the work specified in a satisfactory, safe, and professional manner.
- To conduct a minimum of two safety meetings per year with volunteers or employees who may be expected to carry out this agreement.
- To provide adult supervision at the work site when volunteers or employees are 15 years of age or younger.
- To obtain the required supplies and materials that may be needed from the City of Valley Public Works department to carry out this agreement during regular business hours.
- Trash bags will be placed at a predetermined location to be picked up by the City of Valley Public Works employees.
- All unused materials and supplies furnished by the City of Valley shall be returned to the City of Valley.

## CITY OF VALLEY RESPONSIBILITIES:

- Erect a sign at each end of the adopted section displaying the sponsor's name or acronym. A maximum of two signs will be erected.
- Provide reflective vests, trash bags, and Litter Pickup warning signs.
- Remove filled trash bags used for litter pickup by the sponsor.
- Assist in removal of litter under unusual circumstances such as when large, heavy, or hazardous items are found.

The City of Valley reserves the right to terminate this Agreement and remove Adopt-A-Road signs when, in the sole judgment of one or both parties, it is found that the sponsor has not met the terms and conditions of the Agreement.

This Agreement shall remain in force and effect from \_\_\_\_\_\_ to

The sponsor agrees to pick up litter two (2) times a year for a period of no less than two (2) years. The present sponsor will be given first option to renew the permit at the end of the Agreement period.

SPONSOR:	_ SIGNED BY:
CITY OF VALLEY, APPROVAL	

APPROVED:\_\_\_\_\_

DATE: