



Adopt-A-Roadside Program

Memorandum Of Understanding

This Memorandum Of Understanding (hereinafter “MOU”) is made and entered into by and between the Saint Louis County Department of Highways and Traffic (hereinafter “Department”) and _____ (Please Print Name of Individual, Family, Company, Organization, or Group) (hereinafter “Adopter”). Acting as the Adopter’s primary liaison with the Department and possessing the authority to execute this MOU for the Adopter is _____ (Please Print Name of Adopter Representative) (hereinafter “Adopter Representative”).

WITNESSETH:

WHEREAS, the Department is aware of the environmental problems and the cost of unsightly littering along County roadways; and

WHEREAS, the Department is desirous of improving the appearance of our roadsides and neighborhoods; and

WHEREAS, the Department is encouraging participation in the County’s Adopt-A-Roadside Program by allowing an individual, family, company, organization, or group to voluntarily pick up litter along both sides of a specific section of County roadway; and

WHEREAS, the Department’s first and foremost concern is the physical safety of all Adopt-A Roadside participants; and

WHEREAS, the Adopter is desirous of adopting a minimum one-half (1/2) mile of County roadside to include the right-of-way on both sides of the road for the removal of litter; and

WHEREAS, the Adopter is desirous of adopting the County roadside of

_____, from _____
(Please Print Name of Street) (Please Print Name of Intersecting Street)

to _____
(Please Print Name of Intersecting Street) .

NOW, THEREFORE, the parties agree as follows:

1. The Adopter Representative Shall:

- A. Be at least 21 years of age.
- B. Organize a litter pickup work effort a minimum of four (4) times per year, at least once every three (3) month quarter.
- C. Schedule litter removal operations only during daylight hours.
- D. Not allow litter removal activities to occur during inclement weather.
- E. Not allow minors under the age of 14 to participate in the Adopt-A-Roadside Program.
- F. Obtain a "Release Of Liability Waiver" from each participant, including the parent/guardian of each participant 14 – 17 years of age. Once a waiver is obtained from a participant, the same waiver may be used for subsequent litter pickup work efforts by that participant.
- G. Provide one (1) adult supervisor (at least 21 years of age) for every five (5) youths 14 – 17 years of age.
- H. Review safety instructions with participants at the beginning of each litter removal work effort. Remind participants to:
 - Act in a responsible manner.
 - Be aware of traffic conditions at all times.
 - Pickup litter facing on-coming traffic and avoid standing, crossing, or walking along a driving lane.

- Wear gloves and a safety vest at all times.
 - Watch footing, be alert for obstacles, and avoid construction areas.
 - Be alert for snakes, stinging insects, thorny vegetation, poison oak/ivy/sumac, and other threatening plants and animals.
 - Avoid touching, moving, or picking up any materials or objects which may appear to be hazardous.
- I. Under no circumstances allow participants to consume alcoholic beverages or other drugs during litter pickup activities.
 - J. Provide drinking water and transportation on site.
 - K. Ensure that “Litter Crew Ahead” portable warning signs are installed prior to the beginning of each litter pickup work effort.
 - L. Hand out yellow bags for non-recyclable waste and clear bags for recyclables, if Adopter elects to recycle litter. Otherwise, use yellow bags for all litter pick up.
 - M. Instruct participants to tie filled litter bags and place bags at least six (6) feet from the edge of the roadway, without blocking sidewalks/driveways.
 - N. Ensure that “Litter Crew Ahead” portable warning signs are removed upon completion of each litter pickup work effort.
 - O. Notify the County Coordinator after the completion of each litter pickup work effort by filling out the Litter Pickup Form on the County’s website.
 - P. Advise the County Coordinator of all materials or objects found along the roadside which are suspected of being hazardous.
 - Q. Advise the County Coordinator of any damaged facilities observed within the County right-of-way.

2. The Department Shall:

- A. Upon request, install permanent “Adopt-A-Roadside” recognition signs, one at each end of the adopted roadside section. The signs are permitted to acknowledge the Adopter’s contribution to a reduction in roadside litter. The final field location of each sign shall be determined by Departmental personnel. (No “Adopt-A-Roadside” recognition signs will be erected along adopted roadside streets within a Residential Subdivision.)

- B. Provide safety vests, gloves, yellow and clear bags for litter pickup, and two “Litter Crew Ahead” portable warning signs. The portable warning signs will be provided for roadside sections along non-residential type streets. Upon request, the County Coordinator will replenish these items, as needed.
- C. Pickup and dispose of litter bags during normal working hours, upon receipt of a Litter Pickup Form by e-mail from the Adopter Representative.
- D. Routinely check the cleanliness of the adopted roadside section.
- E. Maintain a log of Adopter’s litter pickup work effort to ensure that litter is picked up a minimum of four (4) times per year, at least once every three (3) month quarter.

3. Indemnification:

The Adopter shall indemnify, hold harmless, and defend the County and its agents, servants, assigns, and employees from damages or claims for damages arising from or as a result of the actions or omissions, whether negligent or not, of the Adopter or its agents, volunteers, or employees in connection with the picking up of litter along a County roadside.

4. Termination:

- A. This MOU shall remain in effect until either or both parties, without reason, notify one another of its termination. The Department shall also terminate this MOU if:
 - The Adopt-A-Roadside Program is rescinded.
 - The Department considers the adopted roadside section no longer appropriate for the Adopt-A-Roadside Program.
 - The Adopter fails to comply with safety instructions and age requirements of participants, as specified in this MOU.
 - The Adopter fails to comply with picking up litter a minimum of four (4) times per year, at least once every three (3) month quarter. In an effort to resolve this matter, the County Coordinator will send the Adopter Representative an e-mail warning the Adopter of possible MOU termination, due to failure to comply with quarterly pickup of litter. The e-mail will grant the Adopter Representative the opportunity to schedule an immediate litter pickup work effort, in lieu of termination.

- The Adopter fails to properly clean the adopted roadside of litter during a recent litter pickup work effort. In an effort to resolve this matter, the County Coordinator will send the Adopter Representative an e-mail warning the Adopter of possible MOU termination due to failure of properly cleaning the roadside of litter. The e-mail will grant the Adopter Representative the opportunity to reschedule an immediate litter pickup work effort, in lieu of termination.
- B. In the event of the termination of this MOU, the Adopter Representative shall return to the County Coordinator all vests and the two “Litter Crew Ahead” portable warning signs.
- C. In the event of the termination of this MOU, the Department shall remove the two “Adopt-A-Roadside” recognition signs from the ends of the adopted roadside section.

5. Assignment:

- A. The Adopter may assign, transfer, or delegate another person as the Adopter Representative by notifying the Department’s County Coordinator and providing new contact information. It shall be the responsibility of the Adopter to make the new Adopter Representative aware of his/her duties as listed in Item 1 of this MOU.
- B. The Adopter may not assign, transfer, or delegate any interest in a particular section of County roadside as part of the Adopt-A-Roadside Program.

IN WITNESS WHEREOF, the parties have entered into this MOU on the date last written below:

Adopter Representative – Signature:

Charles M. Thien, P.E.
Division Manager, Highway Operations
Department of Highways and Traffic

DATE:

DATE: