

# Ogle County Highway Department

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AGREEMENT # \_\_\_\_\_

## COUNTY OF OGLE ADOPT-A-HIGHWAY PROGRAM

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_,  
by and between the County of Ogle, Illinois, hereinafter referred to as the COUNTY, and  
\_\_\_\_\_, a \_\_\_\_\_  
having the address of \_\_\_\_\_  
hereinafter referred to as the GROUP.

### WITNESSETH

WHEREAS, Public Act 87-1118, more commonly known as the ILLINOIS ADOPT-A-HIGHWAY ACT, provides for private interests to support the efforts of units of local government by allowing groups to adopt various highways, or sections thereof, for the purposes of litter collection; and,

WHEREAS, said Act sets forth the procedures and responsibilities of both the private interests and units of local government. Said Act by reference herein is hereby made a part hereof; and,

WHEREAS, the COUNTY, to aid and assist in the removal of litter and to improve County Highway roadside environments, has enacted the OGLE COUNTY ADOPT-A-HIGHWAY RESOLUTION, in accordance with and in compliance with the ILLINOIS ADOPT-A-HIGHWAY ACT. Said Resolution by reference herein is hereby made a part hereof; and,

WHEREAS, the GROUP is desirous to participate in the COUNTY'S ADOPT-A-HIGHWAY PROGRAM by adopting Section \_\_\_\_\_ of \_\_\_\_\_  
(County Highway \_\_\_\_\_) between \_\_\_\_\_ and \_\_\_\_\_,  
a distance of approximately \_\_\_\_\_ feet ( \_\_\_\_\_ miles). The Adopted Section of  
County Highway is depicted in EXHIBIT A, attached hereto and hereby made a part hereof; and,

WHEREAS, the litter collection efforts on the Adopted Section of County Highway will be of immediate benefit to residents of the COUNTY and assists in creating a litter free roadside environment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the GROUP hereto mutually agree as follows:

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.

2. The GROUP agrees and hereby acknowledges the hazardous nature of the work involved in adopting a section of County Highway and participating in the OGLE COUNTY ADOPT-A-HIGHWAY PROGRAM.
3. The GROUP agrees to comply with and adhere to the conditions, terms, requirements, provisions, and responsibilities as set forth in the ILLINOIS ADOPT-A-HIGHWAY ACT, the OGLE COUNTY ADOPT-A-HIGHWAY RESOLUTION, and EXHIBIT B. EXHIBIT B is attached hereto and hereby made a part hereof.
4. The GROUP agrees that in the event of their failure to comply with all conditions, terms, requirements, provisions, and responsibilities as set forth in THIS AGREEMENT, the COUNTY shall have the right to suspend or terminate THIS AGREEMENT.
5. The GROUP agrees that the participating members of the GROUP are and shall be jointly and severally bound by the conditions, terms, requirements, provisions, and responsibilities of THIS AGREEMENT.
6. The GROUP agrees that its involvement, participation, and activities as contemplated in THIS AGREEMENT shall not be subcontracted, assigned, or transferred, in any manner or form, to any other group, private citizen, civic organization, not-for-profit organization, commercial enterprise or private enterprise.
7. The GROUP agrees to indemnify, defend and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees, and representatives, and the OGLE COUNTY HIGHWAY DEPARTMENT, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands arising from and relating to the GROUP'S involvement, participation and activities as contemplated in THIS AGREEMENT except for the negligent acts of the COUNTY and its agents or employees.
8. The GROUP agrees that its members, volunteers and participants or the volunteers agents or representatives shall assume all liability for and hold the STATE OF ILLINOIS and its agents or employees harmless from any and all claims of action resulting from the GROUP'S volunteers or agents work in the Program, except for the negligent acts of the STATE OF ILLINOIS and the STATE'S agents or employees.
9. The COUNTY agrees to comply with and adhere to the conditions, requirements, and provisions as set forth in EXHIBIT C, attached hereto and hereby made a part hereof.
10. The following provisions are mutually agreed by and between the parties hereto:
  - a.) The GROUP may terminate THIS AGREEMENT by providing a thirty (30) day written notification to the COUNTY'S County Engineer.
  - b.) THIS AGREEMENT shall not be construed, in any manner, or form, to limit, diminish, or alter the power or authority of the COUNTY and the County Engineer to maintain, operate, improve, construct, reconstruct, repair, widen or expand and County Highways as best determined as provided by law.
  - c.) Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any

manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the GROUP (including its officers, employees, members, and agents), the agent, representative or employee of the COUNTY for any purpose, or in any manner, whatsoever. The GROUP is to be and shall remain independent of the COUNTY with respect to all provisions of THIS AGREEMENT.

d.) The provisions of THIS AGREEMENT are severable. If any provision, condition, requirement paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.

e.) The agreement of the parties hereto is contained herein and THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.

11. THIS AGREEMENT shall remain in effect for the time period beginning at 12:00 midnight \_\_\_\_\_, 20 \_\_\_\_\_ and ending at 12:00 midnight \_\_\_\_\_, 20 \_\_\_\_\_.

GROUP PRESIDENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
GROUP COORDINATOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF OGLE

By: \_\_\_\_\_

Ogle County  
County Engineer

Date: \_\_\_\_\_

## EXHIBIT B

### THE GROUP'S CONDITIONS, TERMS, REQUIREMENTS, PROVISIONS AND RESPONSIBILITIES

The GROUP and all its participating volunteers, employees, agents, representatives and members shall comply with and adhere to the following conditions, terms, requirements, provisions and responsibilities as they relate to the OGLE COUNTY ADOPT-A-HIGHWAY PROGRAM. These conditions, terms, requirements, provisions and responsibilities are in addition to those set forth in the AGREEMENT attached hereto and by reference herein, hereby made a part hereof.

The GROUP agrees to:

1. obey and abide by all laws, regulations and directions relating to safety and any other terms required by the COUNTY or the County Engineer or designee.
2. provide one (1) adult supervisor over the age of twenty-one (21) for every five (5) youths under the age of eighteen (18) present on the Adopted Section of County Highway.
3. not allow or permit a person under the age of ten (10) to be a participating member of the GROUP who would be volunteering for the purpose of litter collection.
4. require all participating GROUP members to attend at least one (1) safety meeting conducted by the GROUP before participating in any litter collection along the Adopted Section of County Highway.
5. require the GROUP coordinator, or designee, to conduct GROUP safety meetings and to receive safety training as required by the COUNTY and the County Engineer.
6. conduct pre-pickup safety talks with all members or volunteers who will be participating in the litter collection.
7. use all safety materials and information provided by the COUNTY'S HIGHWAY DEPARTMENT at each safety meeting conducted by the GROUP.
8. adopt a section of County Highway for a minimum of two (2) years.
9. collect litter along the Adopted Section County Highway four (4) times a year.
10. schedule litter collections for the Saturday, at least a full week before, Memorial Day, July 4th, Labor Day, and Autumn on Parade. In case of rain, the litter collection will be rescheduled for the following day. Examples:
  - a. Memorial Day is on Monday, May 29, 2017  
Pickup Day is on Saturday, May 20, 2017 (Rain Date May 21, 2017)
  - b. Independence Day is on Tuesday, July 4, 2017  
Pickup Day is on Saturday, June 24, 2017 (Rain Date June 25, 2017)
  - c. Autumn on Parade is on Saturday, October 7, 2017  
Pickup Day is on Saturday, September 30, 2017 (Rain Date October 1, 2017)
11. perform litter collection between the hours of 8:00 A.M. and 4:00 P.M.

12. reimburse the COUNTY HIGHWAY DEPARTMENT for the cost of the GROUP'S ADOPT-A-HIGHWAY signs and posts prior to installation of same.
13. purchase safety vests and trash bags for use by the GROUP during litter pick-ups upon the adopted section of highway.
14. be responsible for requiring all participating volunteers and members to wear all safety apparel, including but not limited to safety vests, as provided by the GROUP during all litter collection activities and at times when the participating volunteers and members are on or within the right of-way of the Adopted Section of County Highway.
15. be responsible for prohibiting participating volunteers and members from possessing, consuming or being under the influence of alcohol or drugs during litter collection while on the Adopted Section of County Highway.
16. maintain a first-aid kit and an adequate supply of drinking water while participating volunteers and members are performing litter collection on the Adopted Section of County Highway.
17. educate its participating volunteers and members as to how to respond to emergencies, how to contact emergency help and to know the nearest location of all emergency facilities.
18. be aware of any physical maladies or impairments of its participating volunteers and members and not to allow the participation of volunteers and members if their health would be endangered by litter collection activities.
19. arrange to pick-up Men Working signs from the County or their designee on Friday between the hours of 7:00 AM and 3:30 PM on the days before litter collection. Men Working signs must be returned to the County or their designee between the hours of 7:00 A.M. and 3:30 P.M. on the first business day after litter collection.
20. place all litter in the trash bags provided by the GROUP.
21. place filled or partially filled trash bags and receptacles at such locations as specified by the COUNTY's County Engineer or designee. Filled or partially filled trash bags and receptacles shall not be placed on the roadway pavement or within ten (10) feet of the roadway pavement. Trash bags and receptacles shall not be placed within ten (10) feet of any guardrail, culvert, inlet, drainage pipe opening, concrete wall, bridge or traffic signal. Placement shall not obstruct or hinder the flow of surface drainage water, obstruct sight lines of intersecting streets, highway or access drives or obscure any roadway signs or traffic signals.
22. not remove, or cause to be removed, any filled or partially filled trash bags and receptacles from the right-of-way of the Adopted Section of County Highway. Recycling is encouraged and as such, recyclable materials may be removed provided proper disposal is used.

23. upon arrival at the Adopted Section of County Highway, immediately display the Men Working signs at each beginning of the Adopted Section of County Highway. The Men Working signs shall remain on display for the entire time the GROUP'S participating volunteers and members are on the Adopted Section of County Highway. Upon completion of the litter collection and immediately prior to leaving the Adopted Section of County Highway, the safety signs shall be removed and returned to the COUNTY or its designee.
24. collect litter on one (1) side of the Adopted Section of County Highway at a time. Collection activities shall be conducted in such a manner that participating volunteers and members shall be facing oncoming traffic.
25. make every effort to minimize the number of vehicles transporting participating volunteers and members to the Adopted Section of County Highway (e.g. car pool). Vehicles shall be parked on the same side of the roadway as the participating volunteers and members are on. Vehicles shall not be parked on or within any roadway pavement, on or within medians, along curves, on bridge decks or near or under overpasses and shall be parked in such a manner as to not interfere with vehicles traveling on the pavement, cause a safety hazard, block side streets, access drives or intersecting highways or inhibit or diminish sight visibility at corners and of highway signs.
26. educate its participating volunteers and members to avoid and keep a safe distance away from the roadway pavement, guardrail, culverts, inlets, drainage pipes, concrete walls, bridges, traffic signals and any other areas of potential hazards within the right-of-way of the Adopted Section of County Highway.
27. instruct its participating volunteers and members to never cross over or pick-up litter on the roadway pavement.
28. instruct and ensure that its participating volunteers and members are properly attired for litter collection. Proper attire shall include the wearing of safety apparel and should also include brightly colored clothing, long sleeves, long pants, leather shoes or boots, gloves and proper outerwear for existing weather conditions.
29. instruct its participating volunteers and members to avoid contact with poisonous plants, stinging insects and animals.
30. instruct its participating volunteers and members to refrain from horseplay, demonstrations or any other activity not related to litter collection activities.
31. avoid and maintain a safe distance from any area of the Adopted Section of County Highway under construction or where construction activities are underway.
32. not go onto private property which adjoins the right-of-way of the Adopted Section of County Highway.

33. avoid potentially hazardous items which include, but are not limited to, old car batteries, animal carcasses, heavy or large items, hazardous materials and any other unidentified questionable items. In the event these items are present on the Adopted Section of County Highway, the GROUP shall notify the County Engineer or designee as soon as possible.
34. instruct participating volunteers and members to handle broken glass, sharp objects and other like items with extreme care and to avoid kneeling, falling or stepping on such items. Care should be taken to never attempt to compact litter in the trash bags and receptacles.

## EXHIBIT C

### COUNTY'S CONDITIONS, TERMS, REQUIREMENTS, PROVISIONS AND RESPONSIBILITIES

The COUNTY agrees to the following conditions, terms, requirements, provisions and responsibilities as they relate to the OGLE COUNTY ADOPT-A-HIGHWAY PROGRAM. These conditions, terms, requirements, provisions and responsibilities are in addition to those set forth in the AGREEMENT attached hereto and by reference herein, hereby made a part hereof.

The COUNTY agrees:

1. that its' County Highway Department shall erect the appropriate signs at the beginning of each Adopted Section of County Highway for each direction of travel. Said signs shall include the GROUP name and shall comply with the provisions of the OGLE COUNTY ADOPT-A-HIGHWAY RESOLUTION and the requirements set forth in the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, the most recent edition.
2. to provide the GROUP with Men Working signs for use during litter collection.
3. that its Highway Department, upon the first day of business following the litter collection date, shall remove filled trash bags from the Adopted Section of County Highway or as soon as practical after the litter collection and before the holiday.
4. that its Highway Department shall provide the safety training program literature upon request.



EXHIBIT D

SAFETY PROGRAM

CLEAN UP CREW

1. NO HEADPHONES (MUSIC PLAYERS, RADIOS, ETC.)
2. VESTS WORN OVER REGULAR CLOTHING.
3. PROTECTIVE CLOTHING - BOOTS, GLOVES
4. IDENTIFY POISON IVY AND DEER TICKS. BE SURE TO CHECK FOR DEER TICKS AT COMPLETION OF WORK.
5. NO VEHICLE FOLLOWING ON ROADWAY. CARS MUST PARK THREE (3) FEET FROM THE EDGE OF PAVEMENT, PARALLEL.
6. WHEN CHANGING SIDES OF ROAD, VOLUNTEERS MUST GET IN CARS AND BE DRIVEN OVER - AGAIN PARKING PARALLEL THREE (3) FEET FROM THE EDGE OF PAVEMENT.
7. NO BATTERIES, HEAVY OBJECTS OR ROADKILL ARE TO BE PICKED UP BY VOLUNTEERS. MARK THE AREA AND NOTIFY THE OGLE COUNTY HIGHWAY DEPARTMENT AS TO THE LOCATION OF THESE ITEMS.
8. THE PLASTIC BAGS PROVIDED BY THE GROUP ARE TO BE USED. WHEN THESE ARE FULL, LEAVE OFF THE SIDE OF ROAD ON THE BACKSLOPE TO BE PICKED UP BY THE COUNTY.
9. A FIRST-AID KIT WILL BE PROVIDED BY THE GROUP AND SHOULD BE WITH THE GROUP LEADER AT ALL TIMES.
10. LOCATE THE NEAREST TELEPHONE FOR EMERGENCIES, ALSO KNOW THE QUICKEST ROUTE TO HOSPITAL.
11. NO ONE UNDER THE AGE OF TEN (10) IS TO PARTICIPATE. THERE IS TO BE ONE GROUP LEADER WITH EVERY FIVE (5) VOLUNTEERS UNDER THE AGE OF EIGHTEEN (18). CAUTION SHOULD BE CONSIDERED AT ALL TIMES FOR THE SAFETY OF VOLUNTEERS. NO HORSEPLAY OR POOR CONDUCT SHOULD BE ALLOWED.