

## **ADOPT-A-STREAM AGREEMENT**

The Department of Facility Maintenance, City and County of Honolulu, hereinafter called "DFM" and "City", respectively, and \_\_\_\_\_, hereinafter called "Adopter", recognize the need and desirability of promoting a clean City and improving the quality and condition of Oahu's communities by reducing crime and preventing neighborhood deterioration. We, therefore, enter into an Adopt-A-Stream agreement to remove litter from a stream or a portion of a designated stream.

### **TERMS AND CONDITIONS**

#### **The Adopter agrees to the following terms and conditions:**

1. All participants must be at least 12 years of age. The Adopter shall provide adequate and necessary supervision to all participants under the age of 18 years. There must be at least one (1) adult supervisor for every five (5) or fewer participants between the ages of 12 and 17 years of age. A signed parental/guardian release form must be provided for every participant between the ages of 12 and 17 years of age.
2. The Adopter is required to attend DFM's annual Train the Trainer workshop or receive training on basic water quality, safety guidelines, painting, storm drain marking, trash removal and disposal procedures. The Adopter shall train and inform all participants of such guidelines and procedures before each clean up activity.
3. The Adopter shall adopt a portion of a stream provided that it meets the following criteria: area covers a minimum of 200 linear feet; designated clean-up area under City jurisdiction; and received prior consent of DFM to work in the area.
4. The Adopter shall adopt the stream or portion thereof for two (2) years.
5. The Adopter shall pick-up litter from public sidewalks, curbs, and stream banks along the stream or portion thereof a minimum of once (1) a year and a minimum of four (4) times in two (2) years with a maximum of four (4) times a year. When more than four (4) events are scheduled for a year, the Adopter agrees to make their own arrangements for trash and bulky items drop off at a city refuse convenience center. A maximum of four (4) events may be scheduled per year. If Adopter chooses to do additional clean-ups other than the maximum scheduled four (4) per year with the City, then Adopter will provide the labor and transportation to haul any collected trash and bulky items collected from site to a refuse convenience center. Bulky items on public sidewalks and curbs that are designated for scheduled bulky item pick-up by ENV/Refuse Division should not be collected.

6. DFM recommends that two (2) clean-up activities coincide with the City's Earth Month and Make-A-Difference Month scheduled in April and October, respectively. It is preferred that adopters schedule clean-up events with DFM at least six (6) months in advance.
7. The Adopter shall coordinate required supplies and materials with DFM during regular business hours for stenciling, litter, and graffiti removal activities. The Adopter shall return any unused or reusable supplies and materials to DFM after every cleanup event.
8. During the stenciling, litter and graffiti removal activities, the Adopter shall maintain all adequate traffic controls and take necessary safety precautions for clean-up event and all participants involved. (NOTE: If needed, Adopter is responsible for applying for street usage permits.) DFM will provide supplies for clean-up and graffiti removal in the adopted area only. For private property, the volunteer group must contact the property owner and get written consent before removing graffiti or litter. The consent shall include a provision holding the City harmless with respect to claims for injury or damage from covering of graffiti or removal of litter.
9. The Adopter shall place filled trash bags at designated locations in their adopted stream for pick-up and disposal by the City. The Adopter shall not pick up dirt from the gutter area and place in bags. (Note: City will not pick up bags that are filled with dirt. If so, it will be the adopter's responsibility to find their own means of disposing the bags.) The Adopter shall notify DFM of the date and location of the litter removal, when applicable, at least 14 calendar days in advance. The Adopter shall not remove hazardous items from the area but will notify DFM of such items.
10. Unused materials and supplies purchased by DFM shall be returned to DFM one (1) week after the litter/graffiti removal activity.
11. The Adopter agrees to hold harmless the City, its officers, agents, representatives, successors and assigns from any and all suits or actions of each nature and kind which may be brought upon the City on account of any injury, death or damage arising or growing out of activities performed by the Adopter under this Agreement. The Adopter shall submit a Release form for each participant.
12. DFM reserves the right to declare a block or portion thereof as ineligible for the program if its location or physical attributes would pose safety hazards to the Adopter or the public. Additional requirements may be imposed in the interest of public safety or for practical administration of the program.

13. The Adopter is responsible for providing or soliciting any donations of food/refreshments for their group. Per discussion, DFM can provide water; however, volunteers will be responsible for supplying their own cups/water bottles.
14. An Adopter who becomes a candidate for an elected office, or misuses the program to promote his/her candidacy (i.e. signs, flyers, t-shirts, promotional items, etc.), will be dropped from the Adopt-A-Stream program. Furthermore, any group misusing the program to promote a candidate for office will be removed from the Adopt-A-Stream program. Note: City will not provide any assistance to volunteers who become or supports a candidate for elected office during the agreement period.
15. At any time, City has the right to inspect how clean-up events are carried out. If City determines that actions in the clean-up event need to be changed, City has the right to inform an adopter of the problem, in which corrective actions should be taken immediately. If Adopter continues without correcting the problem or making changes to his/her program, Adopter will be dropped from the Adopt-A-Stream program indefinitely.
16. If there are additional guidelines not mentioned between the City and Adopter, it will be attached to this agreement with the understanding that such guidelines have been discussed and accepted by both parties. **Note: Guidelines may be amended at any time by mutual consent or be terminated on written notice by either party.**

**DFM agrees to the following terms and conditions:**

1. Provide the Adopter with supplies and materials necessary to remove or cover graffiti, collect litter and clean-up designated area, including paint, brushes, hand tools, trash bags, and gloves. Supplies and materials should not be used for other activities outside of the Adopt-A-Stream program.
2. Request for pick-up of filled trash bags after each approved scheduled clean-up activity in conjunction with the Refuse Division's schedule. Any clean-ups not scheduled and approved by DFM, it will be the responsibility of Adopter to find their own means of disposing the bags. Note: If Adopter chooses to bring trash bags to a refuse convenience center on their own, then City will not be liable for any damage or injury that may occur.