

ADOPT-A-STREAM APPLICATION

Review the terms of the agreement & submit the application page (first page only) if still interested. Do not submit the signed agreement. Once the section of stream is approved, an agreement will be sent to you for signing.

The Department of Environmental Services, City and County of Honolulu, will work with the adopter to determine the specific portion of the designated stream to be adopted. Unless a written consent is obtained from the property owner including a provision to hold the City harmless with respect to claims for injury or damage caused by the removal or covering of the graffiti, walls not owned by the City shall not be adopted for the program.

I. GENERAL INFORMATION

a. Individual

Name Date of Application

Mailing Address Phone

b. Group

Group Name Date of Application

Type of Organization Number of Members

Name of President/Chair Name of Contact Person Name of Alternate

Address of Contact Person

Phone Number of Contact Person Email of Contact Person

Approximate number of people participating in each work project: _____

Minimum 10 person group to adopt

SELECTING A STREAM OR PORTION OF A STREAM TO ADOPT

Which stream or portions of the stream are you interested in adopting (provide at least two possibilities)?

a. _____

b. _____

c. _____

Upon completion of the application page, send a copy to Storm Water Quality Branch – Outreach Section via mail, fax or email. Mail: 1000 Uluohia St. Suite 212 Kapolei, HI 96707; Fax: 808-768-4609; Email: stormwaterhonolulu@gmail.com

ADOPT-A-STREAM AGREEMENT

The Department of Environmental Services, City and County of Honolulu, hereinafter called "ENV" 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 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 ENV'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 cleanup area under City jurisdiction; and received prior consent of ENV 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 and curbs along the stream or portion thereof a minimum of once (1) a year and a minimum of four (4) times in two years with a maximum of (4) times a year. When more than 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 pickup by ENV/Refuse Division should not be collected.

6. ENV recommends that two (2) cleanup 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 cleanup events with ENV at least six (6) months in advance.
7. The Adopter shall coordinate required supplies and materials with ENV during regular business hours for stenciling, litter and graffiti removal activities. The Adopter shall return any unused or reusable supplies and materials to ENV 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 cleanup event and all participants involved. (NOTE: If needed, Adopter is responsible for applying for street usage permits.) ENV will provide supplies for cleanup 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: Refuse division and DFM 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 ENV of the date and location of the litter removal, when applicable, at least fourteen (14) calendar days in advance. The Adopter shall not remove hazardous items from the area but will notify ENV of such items.
10. Unused materials and supplies purchased by ENV shall be returned to ENV 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. ENV 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, ENV 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.**

ENV 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 cleanup activity in conjunction with the Refuse Division's schedule. Any clean ups not scheduled and approved by ENV, 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.

This agreement may be amended at any time by mutual consent or be terminated by either party on written notice to the other.

ENV recognizes the Adopter as the adopted organization for the section of

_____ that is under the City's
jurisdiction.

From _____ to _____
(section of the stream)

And the Adopter accepts the above terms and conditions for a period beginning
_____, 20____ and ending
_____, 20____ (two years).

WE AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN REFERRED TO AS THE
ADOPT-A-STREAM AGREEMENT:

Adopter

Director, Department of Environmental Services