

EXHIBIT A
AGREEMENT # _____
COUNTY OF DEKALB
ADOPT-A-HIGHWAY PROGRAM

THIS AGREEMENT entered into this _____ day of _____ A.D., 20__ by and between the County of DeKalb, Illinois, hereinafter referred to as the COUNTY, and _____, a(n) _____ having the address of _____ hereinafter referred to as the GROUP.

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 DEKALB 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 _____, a distance of approximately _____ feet _____ mile(s). 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 DEKALB 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 DEKALB 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 will have the right to suspend or terminate THIS AGREEMENT.
5. The GROUP agrees that the participating members of the GROUP are and will 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 will 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 official, its duly appointed official, agents, employees and representatives, and the DEKALB 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 will 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'S County Engineer to maintain, operate, improve, construct, reconstruct, repair, widen or expand any County Highway 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 copartners 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.

The agreement of the parties hereto is contained therein 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 full force and effect for the time period beginning at 12:00 midnight, _____, 20__ and ending at 12:00 midnight _____, 20__.

GROUP PRESIDENT/COORDINATOR

By: _____

Title: _____

Date: _____

COUNTY OF DEKALB

By: _____

DeKalb 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 DEKALB 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'S 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 a minimum of four (4) times a year.
10. Schedule at least one (1) of the litter collections during the month of April and one (1) during the month of October.
11. Perform litter collection between the hours of 8:00 a.m. and 4:00 p.m.
12. Provide notice to the COUNTY'S County Engineer a minimum of two (2) working days prior to the date when the litter collection will be undertaken. The GROUP Coordinator shall be responsible for this providing of notice.
13. 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 COUNTY 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.
14. 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.
15. 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.
16. 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.
17. 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 collections activities.
18. Arrange to pick up trashbags from the County during normal business hours a minimum of two (2) working days prior to the date of litter collection. Safety apparel must be returned to the County within fifteen (15) working days of the date of the expiration of THIS AGREEMENT.
19. Place all litter in the trashbags and receptacles provided by the COUNTY.

20. Place filled or partially filled trashbags and receptacles at such locations as specified by the COUNTY'S County Engineer or designee. Filled or partially filled trashbags and receptacles shall not be placed on the roadway pavement or within ten (10) feet of the roadway pavement. Trashbags 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 street, highway or access drives or obscure any roadway signs or traffic signals.

21. Not remove, or cause to be removed, any filled or partially filled trashbags 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.

22. Upon arrival at the Adopted Section of County Highway, immediately display the "Clean-Up Crew Working" safety signs on the Adopt-A-Highway identification sign posts located at each beginning of the Adopted Section of County Highway. The "Clean-Up Crew Working" safety 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.

23. 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.

24. Make every effort to minimize the number of vehicles transporting participating volunteers and members to the Adopted Section of County Highway (e.g., carpool). 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.

25. 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.

26. Instruct its participating volunteers and members to never cross over or pick up litter on the roadway pavement.

27. Instruct and ensure that its participating volunteers and members are properly attired for litter collection. Proper attire shall include the wearing of safety apparel obtained from the COUNTY and should also include brightly colored clothing, long sleeves, long pants, leather shoes or boots, gloves and proper outerwear for existing weather conditions.

28. Instruct its participating volunteers and members to avoid contact with poisonous plants, stinging insects and animals.

29. Instruct its participating volunteers and members to refrain from horseplay, demonstrations or any other activity not related to litter collection activities.

30. Avoid and maintain a safe distance from any area of the Adopted Section of County Highway under construction or where construction activities are underway.

31. Not go onto private property which adjoins the right-of-way of the Adopted Section of County Highway.

32. 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'S County Engineer or designee as soon as possible.

33. Instruct participating volunteers and member 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 trashbags and receptacles.

EXHIBIT C

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

The COUNTY agrees to the following conditions, terms, requirement, provisions and responsibilities as they relate to the DEKALB 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's name, a safety sign and shall comply with the provisions of the DEKALB COUNTY ADOPT-A-HIGHWAY RESOLUTION and the requirements set forth in the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY, the most recent edition.
2. To provide the GROUP with trashbags.
3. To provide the GROUP with safety vests.
4. That its Highway Department, upon receipt of notice from the GROUP, shall remove filled trashbags from the Adopted Section of County Highway as soon as practical after the litter collection.
5. That its Highway Department shall provide the safety training program.

EXHIBIT D
SAFETY PROGRAM
CLEAN UP CREW

1. NO HEADPHONES (WALKMAN RADIOS, ETC.)
2. VESTS WORN OVER REGULAR CLOTHING.
3. PROTECTIVE CLOTHING - BOOTS, GLOVES, LONG SLEEVES AND LONG PANTS.
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 (3) FEET FROM THE EDGE OF PAVEMENT, PARALLEL.
6. NO BATTERIES, HEAVY OBJECTS OR ROAD KILL ARE TO BE PICKED UP BY VOLUNTEERS. MARK THE AREA AND NOTIFY THE DEKALB COUNTY HIGHWAY DEPARTMENT AS TO THE LOCATION OF THESE ITEMS. FLAGS PROVIDED.
7. THE PLASTIC BAGS PROVIDED BY THE COUNTY ARE TO BE USED. WHEN THESE ARE FULL, LEAVE OFF THE SIDE OF ROAD ON THE BACK SLOPE TO BE PICKED UP BY THE COUNTY.
8. A FIRST-AID KIT WILL BE PROVIDED BY THE GROUP AND SHOULD BE WITH THE GROUP LEADER AT ALL TIMES.
9. LOCATE THE NEAREST TELEPHONE FOR EMERGENCIES, ALSO KNOW THE QUICKEST ROUTE TO HOSPITAL.
10. NO ONE UNDER THE AGE OF 10 IS TO PARTICIPATE. THERE IS TO BE ONE GROUP LEADER WITH EVERY FIVE VOLUNTEERS UNDER THE AGE OF 18. CAUTION SHOULD BE CONSIDERED AT ALL TIMES FOR THE SAFETY OF VOLUNTEERS. NO HORSEPLAY OR POOR CONDUCT SHOULD BE ALLOWED.

**ROADS NOT TO BE INCLUDED IN ADOPT-A-HIGHWAY PROGRAM
FOR DEKALB COUNTY**

Glidden Road (all)

Somonauk Road (Bethany Road to Cortland)

Plank Road (Moose Range to East County Line)

Coltonville Road (North First St. to E. Stonehenge)

Barber Greene Road (Route 23-Peace Road)

Genoa Road (Cherry Valley Road to Genoa City Limits)