

**JEFFERSON COUNTY
HIGHWAY DEPARTMENT
ADOPT-A-HIGHWAY AGREEMENT**

Jefferson County Highway Department, having offices at 21897 County Road 190, Watertown, New York 13601, hereafter called The Department, a duly authorized department of the County of Jefferson, a municipal government duly incorporated in the State of New York, and the service group known as the following and using the mailing address:

Company Name: _____

Address: _____

hereafter called the Group, recognize the need for and desirability of a more attractive and litter free County highway R.O.W. segment as described in the Highway Work permit, hereafter known as the segment, and are entering into this Agreement to enable the Group to contribute toward the effort of maintaining the appearance for the segment.

Adopt-A-Highway / Work Limits

By signature below, the Group acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

- 1) No work of any nature will be performed on the shoulders of the traveled way.
- 2) No participants' vehicles may be parked on the travel lanes or shoulders of a highway.
- 3) Activities permitted are of a roadside maintenance nature including, but not limited to, litter pickup, mowing, brush control and cutting, tree trimming, and maintaining approved vegetation, except as modified by the Highway Superintendent.
- 4) The Group will organize and supervise all activities.
- 5) Safety Briefing requirements:
 - a) The Group will organize and conduct a safety briefing before each field activity. The Department will provide a representative to present the safety briefing material. The group supervisor will present same.
 - b) All participants must attend the safety briefing before participating in the field activity.
 - c) Each day that work is done in the adopted area, the Group's designated safety person must review the safety checklist and have participants sign the daily work reporting form. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public.

- 6) Unused materials and supplies will be returned to the Department during normal working hours within one week following each field activity.
- 7) The Department will provide for disposal of collected waste from locations specified in the permit.
- 8) The Group will conduct activities at a frequency which will enhance the attainment of the goal which is to provide a park-like appearance alongside the adopted facility. Except as modified by the Highway Superintendent, minimum frequency of pickup along highways is four (4) times a year with the first pickup occurring in the April-May "spring cleanup" time period, and at rest areas of scenic overlooks, the minimum frequency of pickup is weekly.
- 9) The Group will obtain a Highway Work Permit from the Highway Superintendent. The Department will waive the permit fee, and each group participant will sign and date the "Adopt-A-Highway" General Release" to protect the County, and will be kept on file in the Highway Department offices for the duration of the Highway Work Permit.
- 10) The Department will furnish and erect Adopt-A-Highway signs at the beginning of each adopted highway segment, or in each adopted rest area or scenic overlook.
- 11) The Department will continue to apply its assets in the maintenance of the Highway.

Notwithstanding any other provision of this Agreement, if in the sole judgment of the Department it is determined that the Group is not meeting the terms and conditions of this Agreement, upon 30 days' notice, the Department may terminate this agreement and take such other action as it deems appropriate.

The Department recognizes the Group as the adopting organization for the segment, and the Group accepts the responsibility of picking up litter on the adopted highway and of promoting a litter-free environment in the community for the term of this Agreement.

The relationship of the Group to the Department arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the Group under this agreement shall be considered agents of the Group, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act of or omission on the part of the Group employees while so engaged in any of the work or services provided to or tendered herein, shall be the sole obligation and responsibility for the Group. The Group shall secure Workers' Compensation insurance for the benefit of and keep insured during the life of this agreement such employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law, if applicable, and secure appropriate liability coverage on their Group participants.

The Group hereby agrees to indemnify, save and hold harmless the Department and all its agents and employees from any and all claims, demands, actions, or cause of action of whatsoever nature or character arising out of or by reason of the execution or performance of work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

Date: _____

Group Leader, Company Name

Date: _____

Joseph E. Wasilewski, Superintendent of
Highways
Jefferson County

Date: _____

William Johnson, Chair Board of
Legislators, Jefferson County

**JEFFERSON COUNTY
HIGHWAY DEPARTMENT
ADOPT-A-HIGHWAY GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that I, _____ residing at
(PARTICIPANT'S NAME)

in consideration of \$1.00 (one dollar) payment of which is hereby waived, and other good and valuable consideration given by the Jefferson County Highway Department, for myself and my representatives in any capacity release and discharge the County of Jefferson, and its Highway Department, and its officers and employees, their representatives, successors and assigns from all causes of action, controversies, claims judgment or liabilities I may now have or may hereafter have against said County, The Department and its officers and employees arising out of my participation in the Adopt-A-Highway Program developed by Jefferson County pursuant to Resolution No. 63-93.

IN WITNESS WHEREOF, I have executed this release this _____ day of _____
, 20 _____ .

Date: _____

Participant and Guardian Signature
(NO UNDERAGE CHILDREN)

Print name(s) of signatory

**JEFFERSON COUNTY DEPARTMENT OF HIGHWAYS
ADOPT-A-HIGHWAY
DAILY WORK PARTY SIGN OFF FORM**

WORK DATE: _____

GROUP NAME: _____

GROUP SAFETY
REPRESENTATIVE: _____

SAFETY RULES:

- 1) No work will begin until ALL signs and cones are in place.
- 2) No crossing of pavement when traffic would have to slow down to accommodate crossing.
- 3) Do not park on the right of way.
- 4) All workers will wear a hard hat, proper footwear, long pants, and a safety vest or orange shirt.
- 5) Proper eye and hearing protection shall be worn when appropriate.
- 6) The right of way must be cleared of litter ahead of any mowing or mechanical brush cutting operation.
- 7) When mowing adjacent to pavement, grass or debris shall not be thrown on pavement or into traffic.
- 8) When working close to the roadway, always have one person watching traffic, work shall progress facing traffic.
- 9) No work will be done on pavement or shoulders.
- 10) Stop working in inclement weather.
- 11) Do not remove hazardous substances -- NOTIFY THE HIGHWAY DEPARTMENT!
- 12) First-aid kit must be available.

REMEMBER: You are working in a dangerous environment, A PUBLIC HIGHWAY!

I have read and will follow the above safety rules.

