



Daviess County Trash for Cash Litter Pickup Agreement

Daviess County Fiscal Court, hereinafter referred to as "DCFC", Daviess County Solid Waste, hereinafter referred to as "DCSW", and the non-profit organization represented by the signatory below, hereinafter referred to as "Group", recognizing the need and the desirability of litter free roads are entering into this Agreement to permit the Group to contribute toward the effort of maintaining litter free roads within Daviess County.

I. GENERAL TERMS

- A. By signature of this Agreement, the Group agrees to retain all liability for, including but not limited to accidents, injuries, and damage caused by the Trash for Cash cleanup, and to indemnify and hold harmless Daviess County. The Group will be represented by an individual over the age of eighteen (18).
- B. The Group will submit a completed W-9 tax form along with signed Litter Agreement. Organizations with several chapters within the program area may be required to submit additional W-9 forms.
- C. The Group agrees to obtain and return required supplies and materials from DCSW during the hours of 7:00 AM to 3:30 PM. These items must be returned to DCSW **within two (2) business days** after the litter pickup event.
- D. The Group may allow minors between the ages of eight (8) and eighteen (18) to participate. Participants must be at least eight (8) years of age. When participants are under the age of eighteen (18), the Group must provide adult supervision with at least one (1) adult for every four (4) minors. However, under no circumstances shall anyone younger than eight (8) years of age participate in the event.
- E. The Group leader (or her/his designee) must meet with DCSW prior to the cleanup event to collect materials supplied by the County for the event. The Group leader will be informed of safety information to be presented to the entire group prior to work starting and will receive the Group Packet, including: Release of Liability Waiver Forms, **which must be completed prior to the cleanup**, and the Release of Payment Checklist, **which must be completed after the cleanup and before payment**.
- F. Included in the safety information given to the Group leader are images of drug equipment and other items to avoid during the cleanup. The Group leader will show all Group participants the photographs supplied by the County and inform them that if they see anything they feel could be related to illegal activity they must *immediately* notify the Group leader, who will get in contact with DCSW to report the location of the materials. The leader must instruct the Group not to touch anything that appears to be dangerous or related to drug paraphernalia.
- G. All adult participants must sign a liability waiver. The parents/guardians of all participants under the age of 18 must sign a release of liability waiver form **before** the Group will allow the minors to participate in the cleanup event.

H. **A group may only participate in Trash for Cash one (1) time per Fiscal Year (July 1st - June 30th) or at DCFC's discretion.** DCFC reserves the right to halt the program at any time for any reason. If, in the sole judgement of DCFC, it is found that the adopting Group is not meeting the terms and conditions of this Agreement, the County may terminate the adoption agreement within 15 days.

II. SAFETY REQUIREMENTS & PROCEDURES

A. **GENERAL: Group will retain all liability for accidents, injuries, and damage caused and related to the Trash for Cash cleanup.** Each participant of the Group must attend a safety meeting given by the Group leader prior to participating in the event and adhere to the safety measures discussed at the meeting. The following safety requirements, at a minimum, must be discussed by the Group leader:

1. The Group will carpool to the cleanup site, and legally park all vehicles clearly off the road surface, preferably in a business parking lot or a driveway if possible.
2. The Group will remove trash from both sides of a roadway designated by the County. This designation is known as cleaning "centerline miles".
3. The Group will stay out of the roadway and will work exclusively from the shoulder of the road up to twenty feet off the side of the road.
4. Each Group participant will work closely with at least one other person and will not cross roadways during pickups. The Group will concentrate on cleaning one side of the road at a time or have separate teams working both sides of the roadway at the same time.
5. The Group will face oncoming traffic while working and be prepared to move out of the way of vehicles in emergency situations.
6. The Group will avoid overexertion and drink plenty of water, especially if the weather is hot and humid.
7. Each Group participant will make the Group aware of any special health needs and the Group will have a first-aid kit available for emergencies.
8. The Group will be aware of surroundings by watching out for snakes, bees, poison ivy, noxious weeds, and other potentially harmful wildlife.
9. The Group will not open or remove lids from any containers.
10. The Group will fill bags one half to three quarters full and knot the bags for closure. The Group will not overfill the bags or squeeze/compact the bags, as injuries can occur with glass, sharps, or other objects in the bags.
11. The Group will transport the filled bags to the Grimes Avenue Transfer Station located at 2129 Grimes Ave., Owensboro, KY 42303 or the West Daviess County Landfill located at 7772 KY 815, Owensboro, KY 42301. A voucher will be provided by the Solid Waste Coordinator for disposal of the bags at either location. Scale tickets will be provided by the scale house attendant which will need to be turned in to the Solid Waste Coordinator as part of the post event requirements.

12. The Group **WILL NOT PICK UP** hazardous items, such as hypodermic needles/syringes, broken glass, dead animals, items that resemble drug paraphernalia as described in the Group Packet, and large, heavy items such as appliances or barrels.

B. RECOMMENDED CLOTHING

1. Each Group participant must wear the safety vest and gloves supplied by the County. ***The failure of any member of the Group to wear the safety vest and gloves will result in a termination of the Agreement.***
2. Each Group participant will dress appropriately for the weather and wear a hat, long sleeves, and/or sunscreen to avoid sunburn in the summertime and wear leather shoes or boots with ankle support to avoid foot injuries.
3. Each Group participant will not wear headphones or costumes.

C. POST EVENT REQUIREMENTS: Before funds are released to the Group, all the following must be completed:

1. All safety vests and gloves will be washed by the Group.
2. The Group will return all supplies and materials (including the washed vests and gloves) to the County's Solid Waste Department between the hours of 7:00 AM and 3:30 PM Monday through Friday (excluding holidays) at 7772 KY 815, Owensboro, KY 42301. The Group will also return any unexpended materials and supplies furnished by the County. **These materials must be returned within two (2) business days after the cleanup.**
3. The Group will agree to the terms and conditions outlined in this Litter Pickup Agreement by signing the attached form and returning to the Daviess County Solid Waste Management Office **prior to the litter cleanup.**
4. Each group agrees to complete and submit a Release of Liability Waiver form for every participant to Daviess County Solid Waste Management Office **prior to the litter cleanup.**
5. The Group acknowledges that the Daviess County Solid Waste Coordinator may perform an inspection of the roadside before and after the event to verify the quality of the cleanup. If there are areas that need additional cleaning, they must be completed before funds will be released. **Failure of the Group to conduct a thorough and complete cleanup of the designated areas may result in dissolution of the Agreement, in which case no funds will be released.**
6. Failure to provide scale tickets from the Grimes Avenue Transfer Station or West Daviess County Landfill will result in the Group being ineligible to receive funds for their cleanup event.
7. The Release of Payment form, transfer station scale tickets, before and after cleanup photos, and Release of Liability Waivers shall be submitted to the Daviess County Solid Waste Department, 7772 KY 815, Owensboro, KY 42301 or by email to alee@daviessky.org.

Please complete the information on the following page and return it to Daviess County Solid Waste

Please keep the above information for your records.

**BY SIGNATURE BELOW, THE GROUP AGREES TO THE
TERMS AND CONDITIONS OUTLINED IN THE DIVISION
OF SOLID WASTE MANAGEMENT TRASH FOR CASH
LITTER PICKUP AGREEMENT**

I, _____, representative of the Group _____, have read and fully understand the Department of Solid Waste Management Trash for Cash Litter Pickup Agreement and agree to adhere to terms and conditions of this Agreement.

Group Name

Print Name of Group Coordinator

Contact Address

Group Coordinator Signature

Contact Telephone Number(s)

Contact Email

Daviness County Fiscal Court Representative Signature

Date Approved by Daviness County Fiscal Court Representative