



Date Received _____

Bend Beautification Program Agreement

CITY OF BEND

Locate # _____

The City of Bend Public Works Department, herein after called the "Department" and _____, hereinafter called the "Volunteer Group", are entering into this Agreement to permit the Volunteer Group to contribute toward the effort to control litter, weeds and enhance roadside and neighborhood appearance. The Department does hereby authorize the Volunteer Group to participate in the **Bend Beautification Program** by picking up litter, weeding and conducting other enhancement work if specified, within the assigned section of road, median, RAB or designated plot of land. By signature below, the Volunteer Group Leader acknowledges awareness that the safety of volunteers is of primary importance and agrees to the following terms and conditions.

The Volunteer Group does hereby agree to:

1. Reserve safety kits containing clean-up supplies and materials from the Bend Beautification Program Volunteer Coordinator two weeks in advance of the clean up and pick-up the kits during regular business hours.
2. Conduct activities with safety in mind and comply with the "**Bend Beautification Program Safety Rules**" (attached to this Agreement) and any other conditions that may be required by the Department.
3. Designate a Volunteer Group Leader, who has viewed the safety training video and will have a copy of the "Bend Beautification Program Safety Rules" with him/her while working on the roadside.
4. Instruct each Volunteer in the "Bend Beautification Program Safety Rules" before participating in roadside activities. This may be done using the safety training video and by reviewing the written safety rules with volunteers.
6. Ensure that each Volunteer signs a Volunteer Informed Consent/Release form prior to their participation in each cleanup.
7. Leave filled trash bags by the roadside for pickup and disposal by the Department and provide the Bend Beautification Program Volunteer Coordinator with the specific location of the filled trash bags.

8. Provide the Department copies of the Completion Form and Consent/Release agreement with names and signatures of individual Volunteers in the cleanup within seven calendar days following each and every clean-up activity.
9. Return to the Department in good condition the safety kits, advance warning signs and unused trash bags furnished by the Department within two business days following each use.
10. Report any injuries incurred by Volunteers during cleanup activities to the Bend Beautification Program Coordinator within two working days of the injury.
11. Participants shall be **18** years of age or older unless prior approval was granted by the Department. The Contractor shall furnish supervision by one or more adults for every (4) minors participating in the program. **A parent or legal guardian must sign the Hold Harmless Agreement on behalf of the participant minor.**
12. All participants shall wear safety equipment at all times when at the site. Crew size will be limited to the amount of safety equipment available. No more than 10 people will be allowed to participate in the beautification activity at any one time on the assigned property.
13. Activities shall not take place during a legal holiday, on the day before a legal holiday or on holiday weekend.

If, in the sole judgment of the Department, the Volunteer Group is not meeting the terms and conditions of this agreement, the Department may terminate the agreement.

The Department does hereby agree to:

1. Provide a safety training video and list of safety rules (attached) to the Volunteer Group Leader prior to the first cleanup.
2. Furnish the Volunteer Group with safety equipment and trash bags for Volunteers to use during cleanup activities.
3. Remove the filled trash bags.

4. Assist the Volunteer Group, in cleaning up litter and/or debris under unusual circumstances (i.e., when large, heavy, or hazardous items are found).
5. Conduct an orientation for the Volunteer Group Leader for the first beautification event and thereafter when appropriate.
6. Coordinate, at its discretion, publicity efforts with the Volunteer Group to solicit local media coverage.

Please mail, fax or e-mail this form to:

City of Bend, Bend Beautification Program

Attn: Cheryl Howard

710 NW Wall Street, Bend OR 97701

Telephone: 541.388.5579 • Facsimile: 541.385.6676 • E-mail: choward@bendoregon.gov



CITY OF BEND

Bend Beautification Program Agreement

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Other Considerations, Terms, and Conditions:

Volunteers shall be 18 years of age or older unless prior approval is granted by the Department as indicated below.

Minors age _____ and above may participate in clean-up events: _____ YES _____ NO

If participation of minors is approved, one supervising adult must be present for every four minors during cleanup events.

Volunteers under the age of eighteen must have a Minor Participation Permission form completed and signed by a parent or guardian prior to participation in the program. The Volunteer Group Leader shall collect and submit these with the Completion Form.

It is recommended that the Volunteer Group have at least one person on the crew with a valid First Aid Card during Clean-up activities.

It is also recommended that the Volunteer Group have a cellular phone or radio on site in case of emergency.

Recycling is an accepted and encouraged activity. Volunteer groups are responsible for taking recyclable materials to transfer stations. Any valuables which may be found should be turned in to the Bend Police Department.

The Department is authorized to suspend this Agreement temporarily if road maintenance and/or construction is required within the limits of the assigned area. Once these activities have been completed the Volunteer Group will be notified and the Agreement restored.

This Agreement is not assignable or transferable, either in whole or in part.

The term of this Agreement shall commence on: _____, and shall be renewed every two years unless terminated by the Department or the Volunteer Group.

VOLUNTEER GROUP INFORMED CONSENT/RELEASE:

On behalf of _____, Volunteer Group, I have read the terms and conditions for participation and reviewed the Bend Beautification Program safety training video, and I agree and acknowledge the following:

- 1) Volunteers in this program are under the control and supervision of our group and not the City of Bend. Our organization will evaluate all Volunteers to determine that they are suitably responsible individuals who will abide by the Bend Beautification Program Safety Rules and use due care and caution while participating in this cleanup program.
- 2) Each Volunteer will be instructed in the Bend Beautification Program safety rules prior to participation in the program.
- 3) The Volunteer Group Leader will conduct a safety briefing for all volunteers prior to each cleanup event.
- 4) Volunteers recognize that this program will expose them to traffic along roadways, as well as other potential hazards. It is the Volunteer Group's responsibility to provide the Department with a copy of the Bend Beautification Program Volunteer Informed Consent/ Release form with names and signatures of individual Volunteers in the cleanup within seven days following each and every work activity.
- 5) The Volunteer Group and its Volunteers, collectively and individually, agree to release and forever discharge the City of Bend, its officers and employees from all claims, action, or damages of every kind and description which may accrue to or be suffered by any Volunteer by reason of their participation in the Bend Beautification Program or any of its activities in which they participate.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF OUR VOLUNTEER GROUP, AND CONSENT TO ITS TERMS.

VOLUNTEER GROUP LEADER

City of Bend

Signature Date

Signature Date

Print Name

Print Name

Organization

Street Services Division

Please mail, fax or e-mail this form to:

City of Bend, Bend Beautification Program

Attn: Cheryl Howard

710 NW Wall Street, Bend OR 97701

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