

**GROUP PARTICIPANT AGREEMENT
FOR
SONOMA COUNTY COMMUNITY ROADSIDE CLEAN UP PROGRAM**

THIS GROUP PARTICIPANT AGREEMENT FOR SONOMA COUNTY COMMUNITY ROADSIDE CLEAN UP PROGRAM (this “Agreement”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”) and the undersigned “Participant” (jointly, the “parties” and individually a “party”), with reference to the following facts:

A. County has implemented a Community Roadside Cleanup Program (the “Program”) which provides organizations with a unique opportunity to volunteer to beautify the environment within their own communities by collecting roadside litter.

B. Participant desires to participate in the Program, subject to the terms and conditions set forth below.

1. Right of Entry. County grants to Participant a revocable privilege to enter upon areas alongside those County roads designated by County (the “Designated Areas”) for the purpose of collecting roadside litter. Participant shall comply with all terms and conditions set forth in this Agreement, including the program conditions set forth on Exhibit A to this Agreement (the “Program Conditions”). County may arrange with others for similar activities within the County, including the Designated Areas.

2. Prohibited Activities. While engaging in litter collection activities under this Agreement, Participant shall not: (a) conduct any form of traffic control; (b) work within the boundaries of the traveled way of the roadway; (c) disrupt the free flow of traffic, cyclists or pedestrians; (d) enter upon private property or interfere in any way with neighboring residents or businesses; (e) do or permit to be done anything that in any way injures the reputation of County or appearance of County property; or (f) fail to comply with applicable federal, state and local laws, rules, regulations, and ordinances.

3. Termination. This Agreement may be suspended or revoked at any time and for any reason in the sole and absolute discretion of County. Such suspension or revocation shall be effective immediately upon notice to Participant. Participant may terminate this Agreement by providing notice to County. Upon suspension, revocation or termination of this Agreement, Participant’s right to engage in roadside litter collection activities shall cease.

4. No Payment. Participant acknowledges and agrees that its participation in the Program is voluntary. Neither Participant, nor any individual volunteering with Participant, shall receive any payment, reimbursement for expenses incurred, or other forms of financial remuneration from County. County shall not charge Participant for participation in the Program.

5. No Transfer. Participant shall not assign or otherwise transfer this Agreement or any rights under this Agreement.

6. Release of Liability and Indemnity. Participant, on behalf of itself and any volunteer, employee, or agent of Participant (the “Participating Parties”), waives its right to recover from

and forever releases and discharges County, and its members, officers, agents, contractors and employees (the “Released Parties”), and further agrees to indemnify, defend, hold and save the Released Parties harmless, from any and all losses or liabilities of any kind or nature that may arise on account of or in any way be connected with the Participating Parties’ activities under this Agreement, whether or not there is concurrent or contributory negligence on the part of Released Parties. This Section shall survive the termination or revocation of this Agreement.

7. No Warranty. Participant acknowledges and agrees that Participant is not relying on any representations or warranties of any kind whatsoever, express or implied, from County as to the suitability of the Designated Areas for litter collection purposes or the presence of hazardous or dangerous substances, items or conditions on or around the Designated Areas or neighboring property.

8. Individual Waivers. Participant shall require each individual participating in the Program to sign an “Individual Participant - Release of Liability; Indemnification; Assumption of Risk,” using the form provided by the County. Minors (17 years and under) participating in the Program shall have a legal guardian sign such waiver form and shall be accompanied by an adult during litter collection events. Participant shall not permit anyone to participate in the Program until the required waiver has been signed and delivered to County. Participant shall deliver to County all signed waivers prior to a litter collection event.

9. Breach; Remedies. Each and every term of this Agreement is a condition to the right of Participant to participate in the Program. Failure to comply with any provision of this Agreement shall constitute a breach, and County shall, in addition to any other remedies County may have at law or in equity, have the right to suspend or revoke this Agreement and Participant’s right to enter upon and use the Designated Areas, and recover its actual damages resulting from such breach and/or seek specific performance or other equitable relief.

10. General Provisions.

(a) No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties and no other person or entity shall be entitled to rely upon or receive any benefit from it.

(b) Non-Waiver of Rights. The omission by County to enforce any default or right reserved to it, or to require performance of any of the provisions hereof by Participant at the time designated shall not be a waiver of any such default or right to which County is entitled, nor shall it affect the right of County to enforce such provisions thereafter.

(c) Entire Agreement; Modification. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, upon notice to Participant, the exhibits to this Agreement may be modified by County to memorialize changes to the Program without a formal modification of this Agreement.

(d) Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then the validity of other provisions of this Agreement shall not be affected

thereby and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

(e) Covenant Not to Discriminate. In the performance of this Agreement, Participant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment, including on the basis of race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity, gender expression, marital status, age, medical condition, pregnancy, disability or genetic information.

(f) Independent Capacity. Participant shall act in an independent capacity and shall not represent itself to be or be construed as an agent or employee of County. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any other business relationship. Individuals performing litter collection activities under this Agreement shall not be considered volunteers or employees of County.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates set forth below.

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| <p>COUNTY OF SONOMA Department of Transportation and Public Works</p> <hr/> <hr/> <p>Date</p> | <p>PARTICIPANT</p> <hr/> <p>Organization</p> <hr/> <p>Authorized Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p> <hr/> <p>Address</p> <hr/> <p>Telephone Number</p> |
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EXHIBIT A
Program Conditions

1. **Notices.** All written communications to the County shall be sent to:

Department of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
Tel. (707) 565-2231
Attn: Laurel Putnam

2. **Additional Requirements for Participant.** Participant shall comply with the following additional requirements:

- (a) Participant shall notify County not less than two weeks prior to a litter collection event.
- (b) Litter collection events shall be conducted during daylight hours, and shall not be conducted on holiday weekends, or within twenty-four hours preceding a holiday weekend.
- (c) If weather or other adverse circumstances cause a public hazard, Participant shall immediately discontinue a litter collection event.
- (d) A representative of Participant shall attend a safety workshop with the County Department of Transportation and Public Works prior to the first litter collection event, and otherwise as requested by County.
- (e) Prior to commencing a litter collection event, Participant shall set up safety signage provided by County along the roadway at both ends of the clean-up area.
- (f) Participant shall make reasonable efforts to separate recyclables from trash.
- (g) Participant shall place all filled bags in one pile off of the paved roadway for County pick-up, or in a trash receptacle when provided.
- (h) Participant shall return all re-usable materials to County within two days of a litter collection event. If Participant fails to do so, it shall reimburse County for reasonable replacement costs.
- (i) After each litter collection event, Participant shall provide a written report detailing the number of bags of trash collected and other information set forth in the Completion Form provided by County.

3. **Safety Requirements for Participating Individuals.** Participant shall take all necessary steps to ensure that individuals performing litter collection activities for or on behalf of Participant comply with the following requirements:

- (a) Wear safety vests at all times.
- (b) Walk facing the direction of oncoming traffic; be alert and keep an eye on traffic.
- (c) Do not work within the boundaries of the traveled way of the roadway.
- (d) Do not conduct any form of traffic control or disrupt the free flow of traffic, cyclists or pedestrians.
- (e) Park off of the traveled roadway.

- (f) Use caution when crossing roadways; use crosswalks and signalized intersections where available.
- (g) Do not trespass on private property.
- (h) Wear long pants and substantial shoes or boots with ankle support. Stay off steep slopes, drainage facilities, or places which pose a fall risk. Light colored clothing, long sleeve shirts, gloves, and sunscreen is recommended.
- (i) Do not run, throw objects, or engage in horseplay or any other activity which may distract drivers.
- (j) Avoid overexertion and drink plenty of water, especially on hot days.
- (k) Be alert for wildlife, insects and poisonous plants, including snakes, ticks, bees, and poison oak.
- (l) Do not smoke or consume alcoholic beverages or drugs.
- (m) Do not touch or attempt to remove materials that may be toxic or hazardous. Items to avoid include: powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, syringes, dead animals, and broken glass. If you discover any of the above mentioned items, notify the County Department of Transportation and Public Works. Report weapons immediately to the police by calling 911.
- (n) Leave pets at home, with the exception of service animals.

4. County Commitments. County will provide the following to Participant:

- (a) Safety vests.
- (b) Trash bags.
- (c) Trash grabbers.
- (d) Barricades
- (e) Signage