



## ADOPT-A-ROADSIDE ADOPT-A-PARK ADOPTION AGREEMENT TERMS AND CONDITIONS



Keep Killeen Beautiful, hereinafter called KKB, and the members of \_\_\_\_\_, hereinafter called the "Group" recognize the need and the desirability of litter-free roadsides and are entering this agreement to permit the Group to contribute toward the effort of maintaining litter-free roadsides/parks.

By signature below, the Group, both jointly and individually, acknowledges the hazardous nature of the work, and agrees both jointly and individually, to the following terms and conditions:

- Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as they may be required by the City of Killeen for special conditions on a particular adopted section.
- When participants are 15 years of age or younger, the Group shall furnish adequate supervision by one or more adults.
- Each Group shall conduct at least two safety meetings per year. Participants must attend a safety meeting conducted by the Group before participating in a clean up.
- Groups shall adopt a section of the roadside or park that is approved by KKB in length and location.
- Groups shall be required to adopt for a minimum period of two years.
- Groups shall pick up litter a minimum of 4 (four) times per year and at such additional times as needed. It is required that one of these pickups occur during the statewide trash off event in April.
- The Group shall not subcontract or assign its duties or responsibilities to any other group or organization.
- The Group shall **NOT** enter or attempt to remove litter from the roadside or private property; all activity must be limited to the public sidewalk and right-of-way (generally 10 feet from the edge of the roadside).
- The Group shall appoint or select two points of contact to serve as a spokesperson for the Group to interact with KKB.
- The Group shall obtain required supplies and materials from KKB during regular business hours (8am-5pm).
- Individuals shall wear KKB supplies and approved safety vests during the trash pick up. A Group desiring to use its own safety vests must produce a sample vest for review and possible approval by KKB not later than seven days prior to the first pick up.
- The Group shall be responsible for separating the trash and placing litter in 2 (two) different trash bags – one for cans and bottles, the other for everything else. The trash bags will be furnished by KKB.
- Materials and supplies furnished by KKB shall be used solely for the Adopt-A-Roadside or Adopt-A-Park program.
- Each Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section.
- Each Group shall be responsible for maintaining a first-aid kit and adequate drinking water while participating in litter pick up on the adopted section.
- The Group shall have the option of renewing the agreement, subject to the approval of KKB and the continuation of the Adopt-A-Roadside or Adopt-A-Park program.

KKB agrees to accomplish the following:

- Work with the Group to determine the specific section of roadside or park to be adopted.
- Coordinate the erection of a sign, within 60 days after the initial pickup to be placed in a noticeable area along the adopted section with the Group's name or acronym displayed.
- Provide safety vests, trash bags, and safety literature.
- Coordinate the removal of the filled trash bags.

Additional terms and conditions:

- The Group is responsible for keeping the contact persons and information updated.
- Supplies are to be picked up at the designated KKB office locations by appointment.
- KKB is to be notified of the day and time of the clean up before each event and the number and location of bags and volunteers after each event by calling the Volunteer Center at 501-7878.
- The Group will report to KKB any litter in the adopted section that is unusual, i.e., large, heavy or hazardous items.
- The Group will place trash bags under their designated sign for pick up, please submit photo of your group with filled trash bags at your sign.
- All recycled items collected by the Group may be retained at the discretion of the Group, thereby allowing any proceeds or donations to be credited to the Group.

The Group acknowledges that KKB is generally prohibited by law from expending any funds, directly or indirectly, for the purpose of influencing the outcome of any election, or the passage or defeat of any Legislation. The Group agrees if any actions by the Group, relative to the performance of this agreement, are determined to be contrary to any Legislative restrictions or any restrictions on the use of the appropriated funds for political activities, KKB shall have the right to take any and all necessary remedial action, including, but not limited to, the removal of the erected signs displaying the Group's name or acronym.

KKB reserves the right to reject any extremist group, i.e., any group that advocates or attempts to create illegal discrimination based on race, color, gender, religion, or national origin; or advocates the use of force, violence, or otherwise engage in efforts to deprive individuals of their civil rights.

If, in the sole judgment of KKB, it is found that the adopting group is not meeting the terms and conditions of this agreement, upon 30 days notice, KKB may terminate the adoption agreement and remove the sign. This agreement can be modified in scope or altered in any other manner at the sole discretion of KKB. KKB reserves the right to modify or cancel the Adopt-A-Roadside at any time, and for any reason, at the sole discretion of KKB.

KKB and the Group both recognize and agree that in no event shall KKB have the right to control the Group in performing the actual details of picking up litter from the section of roadside or park adopted by the Group, and, in picking up litter, the Group shall act as a volunteer independent contractor working without pay or benefit.

KKB recognizes the Group as the adopting organization for the following section(s):

\_\_\_\_\_  
\_\_\_\_\_

and the Group accepts the responsibility of picking up litter on this section of roadside/park and promoting a litter-free environment in the community for a period beginning:

\_\_\_\_\_ and ending \_\_\_\_\_

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Authorized Signature for Group

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, Zip Code

\_\_\_\_\_  
Home Phone Number      Work Phone Number

\_\_\_\_\_  
E-mail Address:

\_\_\_\_\_  
Keep Killeen Beautiful Chairperson Signature



**Your Group's Designated Points of Contact Are:**

\_\_\_\_\_  
Name of Contact Person **No. 1** for your Group

\_\_\_\_\_  
Mailing Address of Contact Person **No. 1**

\_\_\_\_\_  
Home Phone Number      Work Phone Number

\_\_\_\_\_  
E-mail Address:

\_\_\_\_\_  
Name of Contact Person **No. 2** for your Group

\_\_\_\_\_  
Mailing Address of Contact Person **No. 2**

\_\_\_\_\_  
Home Phone Number      Work Phone Number

\_\_\_\_\_  
E-mail Address:

*Have fun and please be safe!!*