



ADOPT-A-PARK PROGRAM

ADOPTION AGREEMENT

TERMS AND CONDITIONS



Killeen Parks and Recreation, hereinafter called KPR, and the members of _____, hereinafter called “the Group”, recognize the need for and the desirability of litter-free and well maintained parks and are entering this agreement for the Group to contribute toward the effort of maintaining litter-free parks.

By signature below, the Group acknowledges the hazardous nature of the work, and agrees, both as an entity and on behalf of its individual participants, 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 may be required by the City of Killeen for special conditions on a particular adopted park.
- When participants are 15 years of age or younger, the Group shall furnish adequate supervision by one or more adults.
- The 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.
- The Group shall adopt a park or section of the park that is approved by KPR.
- The Group shall be required to adopt for a minimum period of two years.
- The Group shall pick up litter a minimum of four times per year and at such additional times as needed. It is desired that one of these pickups occurring during the statewide trash off event in April and another one of these pickups occur during National Park and Recreation month that takes place in July.
- 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 private property; all activity must be limited to the public park space.
- The Group shall appoint or select two points of contact to serve as a spokesperson for the Group to interact with KPR.
- The Group shall obtain required supplies and materials from KPR during regular business hours.
- Individuals shall wear KPR 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 approval by KPR not later than seven days prior to the first pick-up.
- The Group shall be responsible for separating the trash and placing litter in two different trash bags – one for cans and bottles, the other for everything else. The trash bags will be furnished by KPR.
- Materials and supplies furnished by KPR shall be used solely for the Adopt-A-Park program.
- The Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while in the parks.
- The Group shall be responsible for maintaining a first-aid kit and adequate drinking water while participating in litter pick-up in the park.
- The Group shall have the option of renewing the agreement, subject to the approval of KPR and the continuation of the Adopt-A-Park program.

KPR agrees to accomplish the following:

- Work with the Group to determine the specific park or section of park to be adopted.
- Coordinate the erection of a sign, within 30 days after the initial pick-up, to be placed in a noticeable area in the park or section of park 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 one of the designated KPR office locations by appointment.
- KPR is to be notified of the day and time of the clean up before each event and the number and location of bags after each event by calling the Parks and Recreation Office at 501-8889.
- The Group will report to KPR any litter in the adopted park that is unusual, i.e., large, heavy or hazardous items.
- The Group will place trash bags near trash receptacles in the park for pick up, placing trash bags in groups.
- 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 KPR 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, KPR 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.

KPR reserves the right to reject 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 engages in efforts to deprive individuals of their civil rights.

If, in the sole judgment of KPR, it is found that the Group is not meeting the terms and conditions of this agreement, upon 30 days notice, KPR 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 KPR. KPR reserves the right to modify or cancel the Adopt-A-Park program at any time, and for any reason, at the sole discretion of KPR.

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

KPR recognizes the Group as the adopting organization for the following park or section(s) of park:

and the Group accepts the responsibility of picking up litter in this park or section of park and promoting a litter-free environment in the park 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



Killeen Parks and Recreation
Adopt-A-Park Program

Adopt-A-Park Coordinator Signature

Your Group's Designated Adopt-A-Park 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