



ADOPT-A-STREET PROGRAM ADOPTION AGREEMENT TERMS AND CONDITIONS

The City of Tyler, a municipal corporation created and existing in Smith County, Texas through its Keep Tyler Beautiful Board, hereinafter called the "KTyB," and (Organization's name) _____ hereinafter called the "Group," recognize the need and the desirability of litter-free roadways and are entering this Agreement to permit the Group to contribute toward the effort of maintaining litter-free roadways.

The GROUP AGREES TO ACCOMPLISH THE FOLLOWING:

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

1. Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such written terms and conditions as may be required by KTyB for special conditions on a particular adopted section.
2. When participants are 15 years of age or younger, the Group shall furnish adequate supervision by one or more adults.
3. 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 cleanup.
4. Groups shall adopt a street that is in the City of Tyler maintenance program.
5. Groups shall be required to adopt for a minimum period of two years.
6. The Group shall pick up litter a minimum of four (4) times a year and maintain the street as agreed upon in this Agreement and any addendum to this Agreement. It is desired that two of these pick-ups occur during the City of Tyler's Spring and Fall Cleanup Weeks.
7. The Group shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise, with the exception that the Group may subcontract with Andrews Diversified Industries (ADI), a KTyB authorized litter abatement provider. Should the Group decide to contract with ADI, the Group may contact ADI directly at (903) 595-0404. If the Group fails to pick up their designated area within a three month interval, a reminder letter will be sent to the Group's contact person named in this Agreement. The Group agrees to pay ADI at a rate of \$100 per hour (maximum of two hours) to clean up the designated area on behalf of the Group if a cleanup is not completed by the Group within 2 weeks following issuance of the reminder letter.
8. ADI will be contacted by KTyB for the Group to clean up the designated area at the end of the 2 week period and ADI shall bill the Group for their services.

9. The Group shall appoint or select a chairperson to serve as spokesperson and contact person for the Group.
10. The Group shall obtain required supplies and materials for litter pickup from KTyB during regular business hours.
11. The Group shall notify KTyB of their plans and the planned date/s of litter pickup prior to each pickup in order to allow the scheduling of City of Tyler Solid Waste Department personnel to remove filled bags.
12. The Group shall prior to litter pickup date contact the City of Tyler Solid Waste Department to obtain information regarding the proper placement of portable traffic control signs. The Group shall be responsible for placing portable traffic control signs, provided by the City of Tyler, at the beginning and end of the adopted area during the trash pickup. The Group shall return the signs to the City of Tyler after the trash pickup is complete.
13. Participants involved in any portion of the pickup shall wear KTyB supplied and approved safety vests during the trash pickup.
14. The Group shall be responsible for placing litter in trash bags furnished by KTyB and placing them at the base of the Adopt A Street sign for removal by the City of Tyler Solid Waste Department.
15. The Group shall notify KTyB of the number of participants and trash bags filled after each pickup for documentation in KTyB files.
16. Each Group shall be responsible for maintaining a work environment free from the use, possession and effect of both alcoholic beverages and the illegal use of controlled substances and shall prohibit participants from either possessing or consuming alcoholic beverages and/or the illegal possession or use of controlled substances while on the adopted section.
17. Each Group shall be responsible for maintaining adequate drinking water while picking up litter on the adopted section.
18. The Group shall have the option of renewing the agreement subject to the approval of KTyB and continuation by the KTyB Adopt-a-Street Program.
- 19. In the event that the Group can not fulfill this agreement for the two-year period or the Group changes sponsors or contact person, KTyB is to be notified immediately.**

KTyB AGREES TO ACCOMPLISH THE FOLLOWING:

20. Work with the Group to determine the specific section of the City street right-of-way to be adopted.
21. Erect a sign at the adopted area with the Group's name or acronyms displayed.
22. Provide safety vests, trash bags, portable traffic control signs, first aid kit and safety literature.
23. Remove the filled trash bags the first workday after the pickup.
24. Remove litter from the adopted section only under unusual circumstances, i.e. to remove large, heavy or hazardous items.

GENERAL CONDITIONS:

25. The Group acknowledges that KTyB 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, and 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 activities, KTyB shall have the right to take any and all necessary remedial actions, including but not limited to, the removal of the erected signs displaying the Group's name or acronym.
26. If in the sole judgment of the KTyB, it is found that the adopting group is not meeting the terms and conditions of this agreement, upon 30 days notice KTyB may terminate the adoption agreement and remove the signs. This agreement may be modified in scope or altered in any other manner at the sole discretion of KTyB and the City of Tyler. KTyB reserves the right to modify or cancel the Program at any time, and for any reason at the sole discretion of KTyB and the City of Tyler.
27. KTyB and the Group both recognize and agree that in no event, shall KTyB have the right to control the Group in performing the actual details of picking up litter or maintaining the area adopted by the Group, and, in picking up litter, the Group shall act as an independent Group. The Group acknowledges that it is an independent Contractor at all times and is not considered to be an employee of the City of Tyler for any purpose whatsoever. The Group agrees it alone is responsible for all of its officers, agents, employees, members, participants, volunteers, invitees, and visitors during the performance of this Agreement. Nothing in this Agreement creates a partnership or joint venture between the parties.
28. The Group agrees that it shall at all times exercise reasonable precautions for the safety of its operations and its participants, as well as their property, in the performance of this Agreement. It is expressly understood and agreed that City of Tyler or KTyB shall not be liable or responsible for the acts, omissions or negligence of the Group, its officers, agents, employees, members, participants, volunteers, invitees, and visitors. Nothing herein shall be construed to create a duty owed by Group to third persons where no such duty exists by law.
29. **THE GROUP AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF TYLER (CITY), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND DAMAGES OF EVERY KIND FOR INJURIES TO OR DEATH OF ANY PERSON OR PERSONS, LOSS OF USE, DAMAGE OR DESTRUCTION TO PROPERTY, AND EXPENSES INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATIONS AND ACTIVITIES OF GROUP, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, OR VISITORS HEREUNDER. HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS OBLIGATING GROUP TO INDEMNIFY CITY FOR THE NEGLIGENCE OF CITY OR ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES WHOM GROUP HAS NO RIGHT OF CONTROL. THE GROUP'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

30. KTyB recognizes the Group as the adopting organization for (Limits of Area)

and the Group accepts the responsibility of picking up litter and maintaining the area to promote a litter-free environment in the community for a period beginning _____, ____ and ending _____, _____.

31. We would like to participate in the Adopt A Street program and agree to pay ADI to provide litter clean up services at the request of KTyB in the event a clean up of the designated area is not completed by the Group within the required timeframes described herein. I authorize ADI to bill me for a maximum of two hours per clean up date at a rate of \$100 per hour. Initials:_____

32. We would like to participate in the Adopt A Street program and would like for Andrews Diversified Industries to facilitate each clean up. I authorize ADI to bill me for a minimum of four (4) times a year at a rate of \$100 per hour. Initials:_____

33. **The Parties hereto have executed this Agreement, incorporating the attached Addendum herein, on this _____ Day of _____, 200__.**

NAME OF ORGANIZATION

KTyB REPRESENTATIVE

CONTACT PERSON FOR GROUP

AUTHORIZED SIGNATURE FOR GROUP

ADDRESS

PHONE NUMBER DAY/EVENING

CITY, STATE, ZIP

DATE CONTRACT SIGNED BY GROUP

DESCRIPTION OF DESIGNATED AREA

ATTENTION: KTyB COORDINATOR

DATE SIGNS ORDERED:_____

