



Adopt-A-Street/Park Program Adoption Agreement

Keep Tyler Beautiful (KTyB), an entity of the City of Tyler recognizes the need and the desirability of litter-free roadways and is entering this agreement with (Organization's Name) _____, hereinafter referred to as "Team", to partner up and contribute toward this effort.

Our adoption program is a great way to teach all citizens of Tyler about good citizenship, community improvement and the value of hard work. This program provides organizations, families, clubs, churches and team of all kinds an opportunity to help beautify our community. Their hard work is recognized by Keep Tyler Beautiful and the entire City of Tyler. Litter on our roadways is a huge issue across the state and we strive to make a difference here in our community through this program.

Program Requirements

- Teams agree to maintain at least a one mile stretch of roadway (two miles on TXDoT highways) or entirety of spot/park for two years. Agreements will be automatically renewed upon good standing.
- Once the Adoption Agreement is submitted to Keep Tyler Beautiful, the group has six weeks to complete the first cleanup and turn in a Cleanup Report. If not completed in six weeks, the area will go back up for adoption.
- Any participants 15 years of age or younger should be supervised
- Before the first team cleanup, team members should review all safety laws and regulations laid out in this agreement and abide by them during all cleanups.
- Prior to each cleanup, teams will notify KTyB of the planned date to receive required supplies (gloves, trash bags, vests and litter grabbers) and to schedule filled trash bags to be picked up by City maintenance. Please give at least 3 business days' notice. Supplies are available on a first come, first served basis.
- Teams are responsible for placing litter filled trash bags at the base of their adoption sign at the end of each cleanup for removal by City maintenance or to properly dispose of all bags themselves.
- Teams will conduct four (4) cleanups per year following this schedule:
 - 1st cleanup: January 1st – March 30th
 - 2nd cleanup: April 1st – June 30th
 - 3rd cleanup: July 1st – September 30th
 - 4th cleanup: October 1st – December 31st
- After each cleanup is completed, the team will notify KTyB by completing the attached cleanup report and returning it along with the supplies. Cleanups will only be counted if the form is turned in.



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Keep Tyler Beautiful Support

- Supplies needed to complete each cleanup can be collected at the Parks Admin Office located at 1718 W. Houston St. Tyler, Texas 75702 from Keep Tyler Beautiful Community Coordinator. Please contact us in advance to ensure availability of supplies.
- Recognition of team's work to community (name and pictures, if supplied, on city website).
- Remove any litter from the adopted area that is too heavy, hazardous or large for the team to remove.
- KTyB holds the right and will remove the team's adoption signage if the team does not return supplies and/or report their cleanups for at least three consecutive quarters.
- Installation of adoption signs (one on each end of the section of road adopted or two within the park adopted)

Yes! I want to adopt-a-street/park in Tyler!

I would like to pay ADI to cleanup my adopted section.

Please name your adopted roadway section (must be at least one mile in length)

Adopted Area:

Street/Park Name: _____

Description of starting and stopping point: _____

Name requested to appear on adoption sign:

Please check this box if you are renewing your contract and the sign will remain the same



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General Conditions

The Team 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 Team agrees if any actions by the Team 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 Team's name or acronym.

If in the sole judgment of KTyB, it is found that the adopting team 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.

KTyB and the Team both recognize and agree that in no event, shall KTyB have the right to control the Team in performing the actual details of picking up litter or maintaining the area adopted by the Team, and, in picking up litter, the Team shall act as an independent group. The Team 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 Team 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.

The Team 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 Team to third persons where no such duty exists by law.

The Team 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 the Team, its officers, agents, employees, volunteers, or visitors hereunder. However, nothing in this Agreement shall be construed as obligating Team to indemnify CITY for the negligence of CITY or its directors, officers, agents and employees whom Team has no right of control. The Team's indemnification obligation provided herein shall survive the expiration or termination of this agreement.

Required initials:

Initials: _____



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Safety Laws and Regulations

Safety First! We want you to help us keep Tyler beautiful without putting anyone, including yourself, at risk. Please review these guidelines before any cleanup with all team members:

- Wear closed-toe, thick-soled shoes that are comfortable for walking.
- Wear appropriate clothes for the weather, protect yourself from the sun and bugs.
- Use the gloves provided by KTyB or bring your own. **DO NOT** pick up any items with your bare hands.
- Always wear the safety vest provided by KTyB if you are cleaning in a right of way.
- Work in teams especially with younger children.
- Never work with your back facing the traffic.
- Be aware of poisonous plants, wildlife, and other hazards in the area.
- Provide hydration for your team; water and sports drinks are good choice but avoid soft drinks.
- **DO NOT** pick up any items that appear hazardous (broken glass, needles, animal remains, etc.). Notify KTyB of these items and we will get them removed.
- Do not attempt to remove any large/heavy items. Please report these to KTyB.
- Schedule cleanups during lower traffics times such as early weekend mornings.
- **DO NOT** consume any alcoholic beverage or mind-altering substance while performing a litter cleanup.
- If any graffiti is observed at your location, please send a picture to KTyB.

Initials: _____



**Adopt-A-Street/Park Program
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Contact Information

Name of Organization: _____

Name of Representative: _____

Phone Number: _____

Email Address: _____

Address/City/State/Zip: _____

Alternate Contact

Name: _____

Phone: _____

Email Address: _____

The individuals listed on this form will be responsible for scheduling cleanups with KTyB and picking up/dropping off supplies. If you would like to add additional contacts please do so below.



**Adopt-A-Street/Park Program
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KTyB recognizes the signing Team as adopting (street) _____
and the Team accepts responsibility of picking up litter and maintaining the area above to promote a litter-free environment. The Team will be responsible for quarterly litter pickup in this area for a two-year period starting _____, 20__ and ending _____, 20__.
The adopting team agrees to ALL terms and conditions laid out in this contract and will abide by all rules.

Name of Organization: _____

Name of Representative: _____

Representative's Signature: _____

Date: _____

Email this completed agreement to ktyb@tylertexas.com

Or bring a signed copy to 1718 W. Houston St., Tyler, Texas

Contact for KTyB:

Erin Garner

Email: egarner@tylertexas.com

Cell: 903-258-2270

Office: 903-531-1335



**Adopt-A-Street/Park Program
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Only complete the area below if agreeing to pay ADI to perform litter pickup services.

We would like to participate in the KTyB Adopt-A-Street program and agree to pay Andrews Diversified Industries to perform each cleanup. I authorize ADI to bill me for a minimum of four (4) times a year at a rate of \$100 per hour.

Organization's Name: _____

Billing Address: _____

Name of Representative: _____

Representative's Signature: _____

Date: _____

If you choose to have ADI complete your cleanups, you will be billed directly by ADI, not KTyB.



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Adopt A Street Cleanup Report

Contact: _____ Team: _____

Phone: _____ Email: _____

Date of Cleanup: _____

Location of Cleanup: _____

Total Number of Cleanup Hours: _____

Total Number of Volunteers: _____

Total Number of Volunteers under 18: _____

Number of Trash Bags Collected: _____

Optional:

Number of Recycling Bags Collected: _____

Most Unusual Object Found: _____

Comments:

	<i>Item</i>	<i>Quantity</i>	<i>Date</i>	<i>Initials</i>
Supply Check-out	Orange Volunteer Vests			
	Litter Grabbers			

We'd love to see photos of your cleanup! Please email to KTyB@tylertexas.com