



Adopt a Roadside, Adopt a Park, Adopt a Spot
Adoption Agreement
Terms and Conditions

Keep Copperas Cove Beautiful, hereinafter called KCCB, and the members of _____, hereinafter called the “Group” recognize the need and the desirability of litter-free City and are entering into this agreement to permit the Group to contribute toward the effort of maintaining litter-free roadsides, parks and other City locations (spots).

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 Copperas Cove for special conditions on a particular adopted section.
- When participants are 18 years of age or younger, the Group shall furnish adequate supervision by one or more adults.
- **Each participant shall be required to sign a waiver of liability and hold harmless agreement (“waiver”), which is attached hereto and incorporated herein for all purposes. Completed waivers shall be provided to KCCB (kccb@copperascovetx.gov) prior to the participant’s participation in any Group clean up. Groups shall retain originals of such completed waivers throughout the duration of this agreement and one (1) year following termination, which shall be provided to KCCB upon request.**
- Each Group shall conduct at least two (2) 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, park or spot that is approved by KCCB 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 (typically, 10 feet from the edge of the roadside, but varies).
- The Group shall appoint or select two points of contact to serve as a spokesperson for the Group to interact with KCCB.
- The Group shall obtain required supplies and materials from KCCB during regular business hours (8am-4pm).
- Individuals shall wear KCCB 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 KCCB not later than seven (7) days prior to the first pick up.
- The Group shall be responsible for separating the trash and placing litter into two (2) different trash bags – one for cans, one for recyclables. The trash bags will be furnished by KCCB.
- Materials and supplies furnished by KCCB shall be used solely for the Adopt a Roadside, Adopt a Park or Adopt a Spot program.

- Each Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while conducting activities for the group.
- 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 KCCB and the continuation of the Adopt a Roadside, Adopt a Park or Adopt a Spot program.

KCCB agrees to accomplish the following:

- Work with the Group to determine the specific section of roadside, park or spot to be adopted.
- Coordinate the erection of a sign, within ninety (90) days after the initial pickup to be placed in a noticeable area along the adopted section with the Group's name or acronym displayed. Additional time may be necessary to secure approval from TxDOT on state-owned roads, the approval of which will be solely within TxDOT's discretion.
- 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 KCCB office location by appointment.
- KCCB 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 emailing the Adopt a Roadside/Adopt a Park/Adopt a Spot Program Coordinator at **kccb@copperascovetx.gov**
- The Group will report to KCCB 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, but shall ensure that such placement does not encroach upon traveling lanes. Following placement, please submit photos of your group with filled trash bags at your sign to **kccb@copperascovetx.gov**
- 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 KCCB 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, KCCB 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 and immediate termination of this agreement.

KCCB reserves the right to reject any group's application, including without limitation, 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 KCCB, it is found that the adopting group is not meeting the terms and conditions of this agreement, upon ten (10) days' written notice, KCCB 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 KCCB. KCCB reserves the right to modify or cancel the Adopt a Roadside, Park, and Spot Program at any time, and for any reason, at the sole discretion of KCCB.

KCCB and the Group both recognize and agree that in no event shall KCCB 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.

KCCB 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 or spot and promoting a litter-free environment in the community for a period beginning:

_____ and ending _____

Your Group's Designated Points of Contact Are:

Name of Group

Authorized Representative for Group

Mailing Address

Phone Number

Email Address

Signature

Date

Name of Group

Authorized Representative for Group

Mailing Address

Phone Number

Email Address

Signature

Date

CITY OF COPPERAS COVE
VOLUNTEER WAIVER OF LIABILITY, HOLD HARMLESS AND ACKNOWLEDGEMENT
AGREEMENT

1. In consideration for receiving permission to participate in the **Adopt a Roadside, Adopt a Park, and Adopt a Spot (“Program”)**, which is fully described in the applicable Group Adoption Agreement being offered through the City of Copperas Cove (“the City”), I, _____, hereby voluntarily enter to this agreement (the “Agreement”) and further hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CITY, ITS OFFICERS, SERVANTS, AGENTS, EMPLOYEES AND INSURERS, INCLUDING BUT NOT LIMITED TO THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL (HEREINAFTER REFERRED TO AS “RELEASEES”) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATING TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR TO ANY PROPERTY BELONGING TO ME, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES, OR OTHERWISE, WHILE PARTICIPATING IN THE PROGRAM, OR WHILE IN, ON OR UPON ANY PROPERTY WHERE THE PROGRAM IS BEING CONDUCTED, WHILE IN TRANSIT TO OR FROM THE PROPERTY, OR IN ANY PLACE OR PLACES CONNECTED WITH THE PROGRAM.
2. I am fully aware of risks and hazards connected with participating in the PROGRAM, and I am fully aware that there may be risks and hazards unknown to me connected with participating in the PROGRAM, and I hereby elect to voluntarily participate in the PROGRAM, to enter upon properties associated with the PROGRAM and engage in activities knowing that conditions may be hazardous or may become hazardous or dangerous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR ANY LOSS OR DAMAGE TO PROPERTY OWNED BY ME, AS A RESULT OF MY BEING A PARTICIPANT IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I FURTHER HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM, FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS THEY MAY INCUR DUE TO MY PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES, OR OTHERWISE.
4. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge, Covenant Not to Sue and Covenant to Indemnify the above named releasees.

In signing this Agreement, I acknowledge and represent that:

- A. I have read the Agreement, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the terms of this Agreement have been made;
- C. I am at least eighteen (18) years of age and fully competent and do hereby grant my full and unqualified consent to the terms of this Agreement; and
- D. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

- E. I ACKNOWLEDGE THAT I WILL NOT BE ENTITLED TO ANY COMPENSATION FOR MY SERVICES, I WILL NOT BE AN EMPLOYEE OF THE CITY, AND I WILL NOT BE ENTITLED TO ANY BENEFITS FROM THE CITY.
- F. I understand and agree that no particular hours of service are guaranteed for the volunteer work, that the City may determine at any time that it no longer needs such volunteer services performed, and that I may decide at any time to end my volunteer activities for the City.
- G. I further acknowledge and agree that violation of any provision of the applicable Group Adoption Agreement will result in me being barred from further volunteer activities and possible disciplinary actions if I am employed with the City in another capacity outside of volunteer activities.

Participant Signature: _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____

Date: _____