**Unified Government of Wyandotte County/Kansas City, Kansas**

**Adopt–a-Spot Application & Agreement**

The Unified Government of Wyandotte County/Kansas City, Kansas’s Adopt-A-Spot program is voluntary and designed for civic-minded groups or businesses with an interest in keeping our city litter-free. It is open to families, youth organizations, civic groups, non-profit organizations, churches, schools, social organizations, neighborhood groups, service organizations, retiree organizations, and city, county or state agencies.

Eligible groups must comply with applicable state and federal laws prohibiting discrimination based on race, religion, color, age, gender or national origin. Each volunteer (adopting) group assumes responsibility for an assigned section of street, park, or Land Bank lot and agrees to remove litter and trash a minimum of three times a year for a two year period.

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Name of Group:

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Group’s Mailing Address:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Group’s Authorized Representative: President, Other Officer, or Other.

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Adopt-a-Spot Contact Person, Phone #, and email

Approximate # of participating volunteers in Group:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(For safety reasons, the UG recommends applying groups have a minimum of three members participate ineachlitter pickup)

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Adopted Spot Location

The U.G. will provide a list of adoptable spots which are available.

**Terms & Conditions of Agreement**

Eligible Groups:Civic minded groups or businesses with an interest in keeping our public spaces litter-free, including families, youth organizations, civic groups, non-profit organizations, churches, schools, social organizations, neighborhood groups, service organizations, retiree organizations, and city, county or state agencies. Eligible groups must comply with applicable federal and state laws prohibiting discrimination based on race, religion, color, age, gender or national origin.

Conditions agreed to by Group:

By signing this agreement, the Group agrees to comply, and require those participating in Pickups to comply with any conditions imposed or directions provided by the U.G.

Additional Restrictions and Conditions:Each volunteer (adopting) group assumes responsibility for an assigned section of street, park, or Land Bank lot, and agrees to remove litter and trash a minimum of three times a year for a two-year period. The safety of those collecting litter and the traveling public are of paramount concern. For that reason, while collecting litter on right-of-way, the method, manner and appearance of the participants should be conducted in a way as to not distract, disrupt, or adversely affect traffic or the safety of the traveling public.

**Risks: Picking up litter on street right-of-way involves risks and hazards posed by traffic, nature, the condition of the right-of-way and hazardous materials which may be found on the right-of-way.**

**CHILDREN UNDER 14 YEARS OF AGE MAY NOT PARTICIPATE IN CLEAN UP EVENTS AT ADOPTED STREETS. Groups with participants under 14 years of age may adopt a designated portion of park or land bank property.**

The Unified Government of Wyandotte County/Kansas City, Kansas (U.G.) and

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Name of Group

are entering into this agreement to permit the Group to contribute towards the effort of

maintaining litter-free public spaces by performing litter pickups (Pickups).

**Conditions Agreed to by Group:**

By signing this agreement, the Group agrees to comply, and require all persons participating in Pickups to comply with the following conditions and any other conditions imposed or directions provided by the U.G.

1. A Group shall not allow any person to participate in a litter Pickup without having first obtained a signed Unified Government of Wyandotte County/ Kansas City, Kansas Adopt-A-Spot Release Form or Unified Government of Wyandotte County/ Kansas City, Kansas Parental Consent and Release Form (hereinafter “Release Form”) for that person.It is the option of the Group to have the Release Forms and signedprior to each Pickup or one signed Release Form per participant for the term of the agreement. The Groupshall be responsible to obtain Release Forms for participating members that join during the term of the agreement. The Release Forms for each participant are made a part of this agreement and the Group shall provide one original of each release to the U.G.

2. The Group shall obtain a Parental Consent & Release Form for each participant under 18 years of age. The form shall be signed by either a parent or guardian and the child and the original form should be given to the U.G. **THE GROUP SHALL NOT PERMIT ANY CHILDREN UNDER THE AGE OF 14 YEARS TO PARTICIPATE IN CLEAN UP EVENTS AT ADOPTED STREETS.**

3. The Group shall conduct a safety meeting prior to eachPickup. All participants must attend and agree in writing to assume the risks involved in the work by signing and providing the Release Forms (if applicable). All participants agree to comply with all safety measures imposed by the U.G. as described in the safety meeting, Adopt-A-Spot Safety Brochure and/or Adopt-A-Spot Safety Video.

4. The Group shall notify the U.G Parks and Recreation Office (5033 State Ave. Kansas City, KS 66102; 913-573-8327) at least two days prior to its planned Pickup time.

5. The minimum length of street to be adopted in rural or undeveloped areas is two miles; this minimum length may be reduced to one mile for Pickups permitted in urban areas.

6. The Group agrees to adopt its section of street, park, or Land Bank lot for a minimum of two-years. The Group may submit a renewal application if it wishes to continue the program after the expiration of its two year commitment. The Group shall pick up litter a minimum of three times a year (recommended schedule early spring, summer and early fall). No Pickup may be scheduled on city-recognized holidays or holiday weekends.

7. There must be one adult supervisor on-site for every five participants under 18.

8. The following safety measures shall be followed by all persons engaged in Pickups on the right-of-way:

 a. An appropriate safety vest furnished by the U.G. must be worn.

 b. Pickup efforts must be conducted by a group of at least three people; no individuals may pick up trash alone or with only one other person present.

 c. All Pickup activities must be accomplished during the daytime hours which is the period commencing one hour after sunrise and ending one hour before sunset.

d. If the cleanup event is at an adoptable street, pickup is conducted on only one side of the roadway at a time. If both sides of the roadway are assigned, Pickup must be completed on one side of the road before Pickup is begun on the other side.

 e. Pickup activities shall not be conducted during inclement weather.

 f. Use of controlled substances (including alcoholic beverages) is prohibited.

10. The Group shall obtain U.G. furnished materials (trash bags, safety vests, safety brochures and forms) during regular U.G. working hours at the U.G Parks and Recreation Office (5033 State Ave. Kansas City, KS 66102; 913-573-8327).

11. Signed release forms and consent forms, unused trash bags and unused safety brochures shall be returned to the U.G. office during U.G. working hours within one week following Pickup.

12. The Group will place filled trash bags to be removed and disposed of by U.G. at locations designated by the U.G.

13. The Group shall not interfere with, stop or direct traffic.

14. While collecting litter on right-of-way, the method, manner and appearance of the participants should be conducted in a way that does not distract, disrupt or adversely affect traffic or the safety of the traveling public.

15. The Group shall not undertake any activities other than picking up litter on the right-of-way. This includes mowing or other maintenance activities.

16. The Group shall not trespass on non-U.G. property or interfere with the rights of private landowners.

17. The Group shall observe traffic control and parking rules when traveling by vehicle in the assigned area.

18. The Group shall notify the U.G. of any publicity efforts for the Pickup before each Pickup.

19. The Group shall notify the U.G. office within 24 hours of the occurrence of any injury to any person or accident with occurs during Pickup.

20. If the organization carries general liability insurance, the Unified Government of Wyandotte County/KCK shall be added as an additional insured and a certificate of insurance stating this should be given to the U.G.

21. Failure to comply with any of the terms and conditions of this agreement, including the Group's responsibilities for the required number of Pickups may result in revocation of this agreement by the U.G. and/or the U.G.’s refusal to renew the Group's participation in the program.

25. WAIVER OF LIABILITY: The applicant group hereby releases and discharges the Unified Government and its officers, agents and employees, from all claims, demands and causes of action of every kind whatsoever for any damages and/or injuries which may result from its participation in the Adopt-A-Spot Program and other voluntary activities on or near the street right-of-way.

The applicant group further agrees to hold harmless and indemnify the Unified Government, and its officers, agents and employees, for liability for any damages or injuries resulting from any acts or failure to act on its part during its participation in said voluntary activities on or near the highway right-of-way.

**The U.G. Agrees To:**

1. Provide and erect a sign at each end of the adopted street section, or in an appropriate area in a park or Land Bank lot, identifying the adopting Group. The identification on the sign is limited to the Group's name or acronym of up to 30 characters (letters/spaces). Obscenity or threats will not be allowed as a name or acronym to be displayed on the identification sign. The U.G. has full discretion to determine whether a name or acronym contains obscenity or threats or is otherwise ineligible for use on a sign. The U.G. will work with sponsors in revising Group names or acronyms that may be considered ineligible.

2. Replace a Group's identification signs once due to vandalism or theft at no cost to the Group. If a sign needs replacing more than once, the U.G. may give the Group the option to pay for an additional replacement sign. Vandalized signs which are not eligible for replacement (or the Group has elected not to pay for a replacement) may be removed by the U.G. at its discretion. The absence of a Group's sign does not relieve the Group of its responsibility to continue Pickups for the remainder of its two-year adoption commitment. The U.G. will not replace a sign during the adoption term only to reflect a change in the name of the Group.

3. Provide safety vests, trash bags and instructional safety literature.

4. Removed the filled trash bags after the Pickup.

5. Provide press information upon request from the media.

6. Assist the Group in planning its initial information and safety meeting.

NOTE**:** The U.G. will not routinely pick up litter from the adopted section. The U.G. will pick up large, heavy, or hazardous materials when found.

By signing this agreement, the Group agrees to be bound by the terms and conditions set forth above. In addition the Group's representative acknowledges the hazardous work involved in litter pickups and assumes the responsibility of advising participating Group members of the hazards posed by traffic, nature, the condition of the right-of-way and the hazardous materials which may be found on the right-of-way.

Name of Group

Signature of Authorized Representative of Participation Group Name & Title Date