



Adopt-A-Park Agreement



This Adopt-A-Park Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between the City of Avondale, Parks and Recreation Department (“City”), and _____ (“Grantee”).

AGREEMENT

1. Term. The City does hereby authorize the Grantee to participate in the Adopt-A-Park Program beginning on _____, 20__ and ending on _____, 20__ (“Term”).

2. Designated Area. During the Term of this Agreement, the Grantee shall be responsible for maintaining, according to the terms of this Agreement, the area described as follows: _____ (“Designated Area”).

3. Handbook. The Grantee acknowledges receipt and review of the Adopt-A-Park Program Handbook (“Handbook”) and agrees to abide by the terms of the Handbook at all times during the Term of this Agreement.

4. City Obligations. The City agrees to:

- (a) Recognize Grantee on the City’s website.
- (b) Erect a sign on or near the Designated Area recognizing Grantee’s adoption of the Designated Area.
- (c) Issue the Grantee an official Certificate of Adoption.
- (d) Provide Grantee with a warning sign which reads “Volunteer Cleanup Crew Working” to be used by Grantee and its volunteers during cleanup of the Designated Area.
- (e) Coordinate as necessary with Grantee to ensure that City equipment, supplies and materials are available to enable the volunteers to perform services at the Designated Area.
- (f) Maintain records substantiating Grantee’s hours of service.

5. Grantee Obligations. The Grantee agrees to:
- (a) Maintain the Designated Area in a clean condition.
 - (b) Conduct cleanup activities in a safe manner.
 - (c) Abide by all City rules and ordinances and all rules as set forth in the Handbook.
 - (d) Require each volunteer to execute the Adopt-A-Park Program Waiver and Release Form prior to commencing performing services pursuant to this Agreement.
 - (e) Coordinate with City to obtain equipment, supplies and materials from the City during business hours. Promptly return all City equipment, supplies and materials upon completion of cleanup. Report all accidents involving equipment damage to the City.
 - (f) Assign a cleanup crew leader. The leader will:
 - i. Supervise all volunteers performing service at the Designated Area;
 - ii. Retain on his or her person a cellular phone during cleanup;
 - iii. Ensure that all volunteers work in pairs or groups when possible;
 - iv. Ensure that only adult volunteers (18 years or older) are permitted to work alone and that the crew leader is always aware of the volunteers' locations;
 - v. Ensure that no volunteer will operate machinery or dangerous equipment;
 - vi. Ensure that all volunteers wear protective attire necessary for cleanups including shoes, gloves, etc.;
 - vii. Retain a copy of this Agreement during each cleanup;
 - viii. Maintain a sign-in sheet of all volunteers;
 - ix. Post signage that reads "Volunteer Cleanup Crew Working" in an area visible to the public and automobile traffic;

- x. Immediately notify City staff of the presence of, and ensure that no volunteer touches, any hazardous material (e.g. hypodermic needles).
 - xi. Within 24 hours of an accident or injury, notify City staff so that an incident report may be completed and filed;
 - xii. Maintain a first aid kit on hand during each cleanup; and
 - xiii. Ensure that filled trash bags are placed in an area designated for disposal and pickup by the City.
- (g) Have all volunteers sign in and sign out on a sign-in sheet every time the volunteers perform services at the Designated Area. The Grantee shall submit to the City the sign-in sheet by the 5th of each month. The City will utilize the sign-in sheet for purposes of:
- i. Tracking volunteers' hours of service;
 - ii. Justifying the need for more equipment, supplies and materials;
 - iii. Accounting for total donated time to the City for annual statistical reports;
 - iv. Confirming the growth or decline in volunteer participation; and
 - v. Providing volunteer recognition.

5. No Compensation. The Grantee acknowledges that the City has not provided, and that the Grantee has not received, any form of compensation in exchange for maintaining the Designated Area in accordance with the terms of this Agreement.

6. Termination. The Grantee also acknowledges and agrees that the Grantee's services are provided for the convenience of the City and that the City may terminate this Agreement for any reason at any time, with or without cause, and without notice or hearing for just cause. The Grantee may terminate this Agreement by providing 30 days prior notice to the City. This Agreement may be suspended by the City temporarily because of construction or other City functions in the Designated Area.

7. Assumption of Risk and Waiver. The Grantee hereby expressly assumes the risk and legal liability of performing services pursuant to the Agreement and expressly waives the right to any claim for damages or injuries of any kind, accruing to

the Grantee, its volunteers, employees, agents, or representatives, or subcontractors, their employees, agents, or representatives arising out of or in any way connected to the Agreement, except said waiver does not extend to any such claim which is caused by the sole negligence of the City, or its officers and employees.

8. Hold Harmless. The Grantee shall indemnify, defend and save harmless, the City from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the City on account of loss of or damage to, any property, or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Grantee, its volunteers, employees, agents, or representatives, or subcontractors, their employees, agents, or representatives, in connection with or incidental to the performance of this Agreement. The Grantee's obligation under this paragraph shall not extend to any liability caused by the sole negligence of the City, or its officers and employees.

IN WITNESS WHEREOF, the City and Grantee have executed this Adopt-A-Park Agreement as of the date and year first set forth above.

“City”

“Grantee”

CITY OF AVONDALE, PARKS AND
RECREATION DEPARTMENT

_____, Director or designee

By: _____

Name: _____

Title: _____