

ADOPT-A-PARK PROGRAM AGREEMENT

This **ADOPTION AGREEMENT**, is made and entered into this 13th day of December, 2016, by and between the City of North Port, Florida, ("CITY") and U.S. Coast Guard Auxiliary Flotilla 9-2, a corporation/partnership/association/service/social club/individual, ("PARTICIPANT").

WHEREAS, the CITY is promoting an Adopt-A-Park Program to encourage community groups and individuals to provide the monitoring, care and maintenance of neighborhood parks, facilities, landscaped areas, nature trails and other public areas; and

WHEREAS, the PARTICIPANT is requesting to adopt a park and to provide community services for that park;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. PROGRAM REQUIREMENTS

A. The PARTICIPANT shall provide the services and/or contributions set forth herein in the parks, facilities, landscaped areas, nature trails and other public areas as described below:

Pick-up litter and debris at Marina Park, 7030 Chancellor Boulevard; plus applicable activities in B-2, B-6 and B-8 through B-13.

The PARTICIPANT assumes responsibility for an assigned park or section of a park and agrees to participate in park improvements projects a minimum of four (4) times a year for a one year, renewable period. PARTICIPANT shall designate one person who will be responsible for coordinating and communicating with the General Services Department/Parks and Recreation Division representative. Prior to beginning the services, PARTICIPANT shall meet with the Parks & Recreation Representative to discuss the park project and identify the park needs. PARTICIPANT shall obtain authorization from the CITY in advance of each project. Adult supervision is required for all youth under 18 years of age participating in the project.

B. **SERVICES PROVIDED BY PARTICIPANT.** Services to be provided by PARTICIPANT in accordance with city, state, and federal guidelines are limited to the following activities:

1. Pick up litter and debris.
2. Sweep court surfaces and pathways.
3. ~~Remove weeds.~~
4. ~~Refresh mulch.~~
5. ~~Repaint equipment with prior written approval.~~
6. Check for and report any unusual or suspicious activity, vandalism, broken equipment, and any other unsafe or unsanitary conditions to the General Services Department/Parks and Recreation Division.
7. ~~Contribute and install plants, flowers or trees with prior written approval.~~
8. Promote the Adopt-A-Park program and approved projects in the community.

9. Notify the General Services Department/Parks & Recreation Division in the event a problem should arise, or if repairs to the adopted area are necessary, or if the PARTICIPANT is no longer able to maintain the Adopt-A-Park services.
10. Return all equipment and unused supplies borrowed from the CITY.
11. Submit a quarterly report of its activities on a form provided by CITY.
12. Organize and schedule its volunteers.
13. Follow all safety guidelines and ensure Volunteer Release forms are completed in advance of project.

C. CITY RESPONSIBILITIES. The CITY shall:

1. Provide the PARTICIPANT with necessary tools and materials to help with the project including latex gloves, trash bags, trash pickers, rakes, brooms, and paint.
2. Provide instruction and coordination for assigned work projects, including safety requirements.
3. Dispose of trash and debris from adopted park site.
4. Provide standard sign to recognize the volunteer group for their contribution and commitment.
5. The CITY shall have no obligation to replace any plants, flowers or trees contributed or paid for by the PARTICIPANT, which subsequently die as a result of neglect by the PARTICIPANT, the CITY or otherwise.
6. In the event improvements are damaged or destroyed by a third party, the CITY, in its sole discretion, may replace or repair the improved landscape.

II. TERM

The term of this Agreement shall be for one year (1) from the date of the executed document and shall be automatically extended for three (3) successive one (1) year periods under the same terms and conditions, unless either party provides the other with written notification at least thirty (30) days prior to the end of any one (1) year term of its intent not to extend the Agreement.

III. VOLUNTEER STATUS

The PARTICIPANT shall perform the services provided under this Agreement as an independent volunteer group and nothing contained herein shall in any way be construed to constitute the PARTICIPANT, its officers, employees, members, agents or volunteers to be representatives, agents, or employees of the City of North Port.

IV. NO ASSUMPTION OF LIABILITY

The CITY shall neither be responsible for nor incur any liability for the actions, inactions, omissions or commissions of the PARTICIPANT or any of its officers, employees, agents, members or volunteers in performing under this Agreement.

V. INDEMNITY

PARTICIPANT shall indemnify and hold harmless the City of North Port and its officials, employees and agents from and against any and all actions, demands, suits, claims, losses, damages, costs, liabilities, obligations, expenses and attorney's fees which may arise out of any negligence, recklessness, or intentional misconduct of the PARTICIPANT and its members, employees, agents or volunteers, in the performance or the failure to perform under the terms of this Agreement.

VI. VOLUNTEER RELEASES

Each person providing services under this Agreement must have a current signed volunteer release on file with the CITY prior to performing any maintenance services under this Agreement.

VII. TERMINATION

A. The City Manager or designee may terminate this Agreement upon thirty (30) days written notice for any reason. The City Manager or designee may terminate this Agreement immediately in the event that the area to be maintained becomes unsafe, in the City Manager's or designee's sole discretion or PARTICIPANT violates this Agreement.

B. PARTICIPANT may terminate the Agreement upon thirty (30) days written notice for any reason.

C. The City Manager or designee and the PARTICIPANT may mutually agree to terminate this Agreement at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date set forth above.

WITNESSES:

Steve B. Allen

Bruce K. Bauer

PARTICIPANT:

By: Mark YATES
Participant Representative Signature

M. Yates
Name of Representative

11-17-16
Date

CITY OF NORTH PORT, FLORIDA

ATTEST:

Jonathan R. Lewis, ICMA-CM, City Manager

Patsy Adkins, MMC, City Clerk

Date

Mark Moriarty, City Attorney