

# **CITY OF TROUTDALE**

## **ADOPT-A-PARK PROGRAM**

### **Purpose**

The purpose of the City of Troutdale's Adopt-A-Park Program is to provide volunteers with an opportunity to maintain, preserve, develop, and improve parks and trails in the City of Troutdale.

### **Title**

The provisions adopted by this Resolution shall be known as the "Adopt-A-Park Rules."

### **Scope**

Any volunteer group, identified as "Adopter" by these rules, may adopt a park or trail or a portion of a park or trail for the purpose of maintaining, preserving, developing, and improving parks and trails in the City of Troutdale, and other work activities agreed to by the Adopter and the City.

### **Definitions**

As used in these rules, the following definitions will apply:

1. "Adopter" means the individual or individuals, corporation, company, firm, business, partnership, or public agency that corporately applies to adopt a park or portion of a park, and with whom the Agreement is made. Each "Adopter" will be treated as a single entity for purposes of this agreement and will sign its own adoption agreement. Multiple Adopters may, with the approval of the Parks & Facilities Superintendent, adopt a particular park or section of a park. See "General Requirements". Each Adopter entity will herein afterwards be referred to as "Adopter".
2. "Agreement" means a fully executed agreement between the City and the Adopter that incorporates the requirements of these rules allowing Adopter and its Participants to perform activities listed in a Work Plan. An Agreement includes all attached provisions and exhibits. An Agreement does not convey any property right or interest.
3. "Parks Superintendent" means the City of Troutdale Parks Superintendent or designee.
4. "City" means the City of Troutdale.
5. "Park" means the properties dedicated to public use and identified as parks in the City's Parks Master Plan.
6. "Participant" means the individual actually performing work in a park pursuant to an Agreement.
7. "Work Plan" means a series of work tasks agreed to by the Adopter and the City. A copy of the Work Plan shall be attached to the Agreement.
8. "Work Site" means the area where the work is to be conducted.

### **General Requirements**

1. The Adopter must apply in writing to adopt a park on a form provided by the City.
2. The Adopter may indicate a preference for a particular park or section of park in the application; however, applications will be processed on a first-come, first-served basis. If the particular park or section of park

requested by the Adopter has already been adopted, the Parks Superintendent, in his or her sole discretion, may allow multiple adopters to adopt the same location, or may suggest an alternate location for adoption.

3. Once the location to be adopted has been determined, the Adopter and the Parks Superintendent will meet to create a Work Plan. The Work Plan will consist of a series of work tasks, agreed to by both the Adopter and the Parks Superintendent, to be completed by the Adopter during the term of the Agreement. The Work Plan may include dates or time lines for completion of the work tasks. A copy of the Work Plan will be attached to the Agreement.
4. An Agreement will be executed by the Adopter and the Parks Superintendent. The Agreement will list the specific requirements and obligations of the Adopter, its Participants, and the City. No work is to be done in the park until the Agreement is approved. The Adopter should bring a copy of the Agreement to the work site when work is being performed.
5. The term of the Agreement will be for a period of one, two, or three years.
6. Subcontracting or assigning work to any party other than a Participant, or hiring or paying a wage or salary for work done pursuant to the Work Plan is prohibited and will result in termination of the Agreement.
7. The Parks Superintendent may terminate an Agreement for any reason including, but not limited to safety considerations, failure of the Adopter to perform the work described in the Work Plan, or failure of the Adopter to comply with provisions of the Agreement. Termination may be issued orally, but must be documented in writing.
8. The Adopter may terminate the Agreement upon 30 days written notice to the Parks Superintendent.
9. An Adopter has the option of renewing the Agreement for subsequent terms subject to the approval of the Parks Superintendent. A request for renewal of the Agreement must be submitted in writing, signed by the Adopter and submitted to the Parks Superintendent at least 30 days prior to the expiration date of the Agreement.
10. Not less than 30 days after any renewal of the Agreement, or at the time of any proposed modification of the Agreement, the City and the Adopter will meet to review and make any changes to the Work Plan. If at any time the Work Plan is amended, the updated version of the Work Plan will be attached to the Agreement.
11. The Adopter shall not use the adopted park to display advertising signs or display or sell merchandise of any kind.

### **Specific Requirements**

#### 1. Adopter and Participant Responsibilities:

- a) The Adopter will be responsible and liable for the care, control, supervision and assurance of safety of all Participants. The Adopter will obtain signed copies of the waiver form provided by the City from each Participant before the Participant performs any work tasks pursuant to the Agreement. The Adopter must submit the original signed waiver form to the Parks Superintendent within five (5) business days of receipt of the form. The Adopter may wish to keep copies of the forms for its records.
- b) The Adopter and each Participant must comply with and abide by all laws, rules, and regulations relating to safety and use of the park, and such other terms and conditions as may be required in the Agreement. At the discretion of the Parks Superintendent, the Adopter or individual Participants may be excluded from participation in the program and/or the Agreement may be terminated for violation of the terms of the Agreement or these rules.
- c) The Adopter will provide adult supervision at the work site by at least one Participant over 18 years of age.
- d) The Adopter is required to report to the Parks Superintendent any injury suffered by an individual within 24 hours of the incident while 1) performing work pursuant to the Work Plan; or 2) present at the work site

while work is performed pursuant to the Work Plan. Upon report of an injury by the Adopter, the Parks Superintendent will provide the Adopter with an incident analysis report form which must be filled out and returned to the Parks Department within 48 hours of the incident.

- e) In addition to any other tasks provided in the Work Plan, the Adopter is to pick up litter at least monthly and may conduct service projects at least two times a year, if agreed to in a work plan modification. The Parks Superintendent may modify the minimum clean-up and service requirements included in the Work Plan if, in the opinion of the Parks Superintendent, such modifications are warranted based on the condition and appearance of the adopted park.
- f) The Adopter must agree to indemnify, defend, and hold harmless the City of Troutdale and its officers, employees, agents and volunteers from and against any claim or demand for loss, liability, or damage, including claims for property damage and personal injury arising out of any activity undertaken by the Adopter or the Adopter's employees, officials, agents or volunteers on the premises of the Adopted Park and in performance of the Work Plan.
- g) Supplies, materials, and work area signs furnished by the Parks Superintendent on behalf of the City will be obtained from and returned to the Parks Superintendent during regular business hours. The Adopter may furnish its own additional supplies for its exclusive use, at no cost to the City.
- h) The Adopter will be responsible for appointing or selecting a spokesperson to act as the representative of the Adopter in matters relating to the Agreement. The Adopter may change the spokesperson at any time by providing written notice of the change and contact information for the new spokesperson to the Parks Superintendent.
- i) The Adopter will be responsible for placing litter and noxious weeds in trash bags furnished by the City and for conducting other work activities as described in the Work Plan.

## **2. City Responsibilities:**

- a) The City will remove and dispose of all waste collected and bagged by the Adopter.
- b) The City will furnish trash bags, and may furnish other tools and/or materials as deemed appropriate by the City and as provided in the Work Plan.
- c) The City will provide Adopter with a participant timesheet. A copy of the timesheet must be provided to the Parks Superintendent at the end of each month.
- d) The City will provide an orientation to the Adopter. The orientation must be scheduled in advance with the Parks Superintendent.
- e) The City will design, furnish and erect a sign on the adopted park premises with the Adopter's name or acronym displayed. The sign will remain the property of the City and will be removed by the City upon expiration or termination of this agreement. The acknowledgement sign is not intended as advertising or as a memorial; items such as an internet address, website, or telephone number will not be allowed. The Adopter's name may be verified with the Secretary of State's business name registry or other information available to the City.
- f) The City will use the Champion Newsletter or Social Media to recognize park Adopters and their accomplishments.

## Agreement

This agreement is between \_\_\_\_\_ (Adopter) and the City of Troutdale (City). In consideration of the terms and conditions of this agreement, the parties agree as follows:

Name of Park: \_\_\_\_\_ *The terms, conditions and requirements of Resolution are hereby fully incorporated into this Agreement.*

The term of this agreement will begin on \_\_\_\_\_ 20\_\_\_\_\_, and expire on \_\_\_\_\_ 20\_\_\_\_\_, unless earlier terminated pursuant to this agreement.

The Adopter may terminate this agreement with 30 days written notice to the City of Troutdale Parks Superintendent.

The City of Troutdale may terminate this agreement at any time and for any reason, including but not limited to safety considerations, failure of the Adopter to perform designated work tasks, and/or failure of the Adopter or its participants to comply with this agreement. The notice of termination may be issued either orally or in writing.

Written notices required or permitted by this Agreement may be personally delivered or mailed to the following addresses. Either party may change its notice address under this section at any time by written notice to the other party. Notices will be deemed delivered three calendar days after mailing.

City:  
Tim Seery  
Parks Superintendent  
City of Troutdale  
219 E. HCRH  
Troutdale, Oregon 97060

Adopter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Adopter will make all necessary arrangements, including recruitment of participants, to carry out the work plan that has been agreed upon by the City and the Adopter and which is attached as Exhibit A to this agreement. If at any time the work plan is amended, the updated version of the work plan will be attached to this Agreement. The Adopter will be responsible and liable for the care, control, supervision, and assurance of safety of all participants.

The Adopter will comply with and abide by all applicable laws, rules and regulations as well as the terms of this Agreement while performing activities authorized or required by this Agreement. The Adopter will ensure that all participants comply with and abide by all applicable laws, rules and regulations as well as the terms of this Agreement while performing activities authorized or required by this Agreement. The Adopter or individual participants may be excluded from participation in activities authorized or required by this agreement at the discretion of the Parks Superintendent for violation of applicable laws or the terms of this Agreement.

The Parks Superintendent may modify the minimum clean-up and service requirements included in this agreement if, in the opinion of the Parks Superintendent, such modifications are warranted based on the condition and appearance of the Adopted Park.

The Adopter will obtain signed copies of the waiver form provided by the City from each participant before the participant performs any work tasks pursuant to this agreement. The Adopter must submit the original signed waiver form to the Parks Superintendent within five (5) business days of receipt of the form. The Adopter may wish to keep copies of the forms for its records.

The Adopter is required to report any injury suffered by an individual: 1) while performing work pursuant to this agreement; or 2) on the Adopted Park premises while work is being performed pursuant to this Agreement; to the Parks Superintendent within 24 hours of the incident. The Parks Superintendent will provide an incident analysis report form which must be filled out and returned to the Parks Department within 48 hours of the incident.

The City will provide Adopter with a participant timesheet. A copy of the timesheet must be provided to the Parks Superintendent at the end of each month.

The Adopter agrees to indemnify, defend, and hold harmless the City of Troutdale and its officers, employees, agents and volunteers from and against any claim or demand for loss, liability, or damage, including claims for property damage and personal injury arising out of any activity undertaken by the Adopter or the Adopter's employees, officials, agents or volunteers on the premises of the Adopted Park and in performance of the work plan attached as Exhibit A to this agreement.

This agreement is entered into for the sole benefit of City and the Adopter, and nothing contained herein is intended for the benefit of any other person or entity.

Adopter may not transfer or assign any of its rights, responsibilities or interests under this agreement without the City's prior written consent, which may be withheld in the City's sole discretion.

No modification of this agreement will be valid unless it is in writing and signed by both parties.

The waiver by either the City or the Adopter of a breach of any provision of this agreement will not operate or be construed as a waiver of any other provision of this agreement or of any subsequent breach of the same provision of this agreement.

If any provision of this agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this agreement, and this agreement will be construed as if the invalid provision had never been included in this agreement.

This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement supersedes all prior communications, representations or agreements, either oral or written, between the parties.

Unless otherwise agreed in writing, any mediation or suit arising out of this agreement may be conducted or filed only in Multnomah County, Oregon, and this agreement will be construed in accordance with and governed by the laws of the State of Oregon.

Each person executing this agreement on behalf of a party to this agreement hereby affirms that he or she is duly authorized by that party to bind that party to this agreement.

ADOPTER

CITY OF TROUTDALE

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_