

Parks & Recreation Department

ADOPTION OF PARK AND PARK MAINTENANCE AGREEMENT





PROCEDURES FOR ADOPT-A PARK PROGRAM

1. Contact the Volunteer Coordinator at 857-8645.
2. Identify the Park that you are interested in adopting. Only existing Parks will be considered for adoption.
3. One person must be the point of contact between the City and your group. All volunteers should be instructed to call this contact person in order to provide information to the City about needed maintenance, etc.

Review and sign the Adoption Agreement. The agreement must be signed by an individual, (contact person) with signature authority for the organization, but **each person who will be working within City right-of-way must sign a copy of the Waiver of Liability Form, Exhibit B, which is an attachment.**



ADOPTION OF PARK
AND
PARK MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between the City of Albuquerque, a New Mexico municipal corporation ("City"), P.O. Box 21037, Albuquerque, New Mexico 87154 and _____ ("Donor"), whose address for purposes of notification is _____, Albuquerque, New Mexico _____.

WHEREAS, in consideration of both limited City finances and public desire for an enhanced living environment, the City welcomes support from civic entities and individuals for the maintenance of City parks at the expense of such groups and individuals:

WHEREAS, such maintenance promotes the general welfare by enhancing the aesthetics and use of City parks; and

WHEREAS, Donor desires to "adopt" an existing park by donating certain contributions and/or personal services to the City without charge to the City; and

WHEREAS, the City wishes to accept the offer of the Donor.

NOW THEREFORE, the parties agree:

1. Donor adopts the following Park and agrees to make the contributions or perform the services specified in this Agreement:

Park Name/Location: _____

Description of donation: _____

2. The Donor shall make the following contributions and/or perform the following services:

A. Conduct a monthly inspection of the Park utilizing the Adopt-A-Park Inspection Checklist, which is attached to this Agreement as Exhibit A.

B. Pickup litter and debris on a monthly basis.

C. Sweep paths and/or sidewalks (if applicable) periodically (at least once a month) Report exceptional debris to the City's Volunteer Coordinator at 857-8645.

D. Notify the Volunteer Coordinator of needed graffiti removal.

E. Notify the Volunteer Coordinator of needed maintenance or repairs.

F. Notify the Volunteer Coordinator upon the completion of maintenance activities or of any approved repairs.

G. Notify the Volunteer Coordinator of other problems Donor feels the City should be aware of that has been identified in the Donor's adopted area.

H. On a quarterly basis, Donor shall consult with the Volunteer Coordinator and the Park Management Division concerning the necessity and scope of maintenance and/or repairs of the Park that are beyond the routine maintenance provided by Donor. The Donor and the Volunteer Coordinator shall complete a Volunteer Service Project Worksheet that outlines the scope of any work that is identified as a result of the consultation.

I. Other work or contribution:

3. Donor shall designate a contact person for Donor and shall notify the Volunteer Coordinator if there is a change in the contact person.

4. Donor shall have access to the Park for the purpose of performing all work under this Agreement.

5. Donor shall not repair or replace any landscaping, improvements, equipment or facilities in the Park without the prior authorization and approval of the City of the work and the scope of work to be accomplished. The Donor shall not install or otherwise make any improvements to the Park without the prior approval of the City of the improvements. The City will own any and all Donor improvements to the Park.

6. The City shall have the right to enter the Park at any time and perform whatever inspection, installation, repair, modification, or removal it deems appropriate. If the City affects any improvements of the Donor on the Park, then the City will not be financially or otherwise responsible for replacement, rebuilding or repair of the Donor's improvement.

7. The City will post a sign acknowledging the Donor's contributions to the maintenance of the Park. If this Agreement is terminated by the Donor prior to the expiration date of this Agreement, then the sign will be removed.

8. Donor shall at all times during the term of this Agreement be an independent contractor. Neither the Donor nor its members, assistants, agents or employees are or shall be deemed to be employees or agents of the City for any purpose whatsoever, and shall not be entitled to any employee benefits from the City under the Worker's Compensation Act or to any of the benefits granted to employees of the City under the Merit System ordinance as now enacted or hereafter amended.

9. The City shall have no right or obligation to control the course of the Donor's performance of this Agreement or to supervise the Donor's performance of this Agreement or the work or activities of any member, assistant, agent or employee of Donor. The City shall not be responsible for and shall have no authority or obligation to control, direct or specify the means, methods, techniques, sequences or procedures used or adopted by the Donor to perform this Agreement.

10. Donor understands that performing the terms of this Agreement may involve some risk of injury to the Donor or to others who perform this Agreement under the authority of the Donor. Donor agrees to assume the risks, which accompany the performance of this Agreement. **Donor will advise any of its members, assistants, agents, and employees who will work on the Park of the risks, and before such person does any work for the Donor on the Park, the Donor will require each such person to sign and date a copy of the Waiver attached to this Agreement as Exhibit B.** Donor will deliver all signed, original Waivers to the Volunteer Coordinator prior to entry on the Park for purposes related to this Agreement by the persons who sign the Waiver. Donor and its members, assistants, agents or employees, will obey all traffic regulations of the City or State and will follow regulations and guidelines of the City and State relating to the safety of persons at the property while the Donor performs services or maintenance on the Park.

11. As between the parties, each party acknowledges and represents that it will be responsible, to the extent of its negligence, for liability arising from personal injury or damage to persons or property caused that party and by its members, assistants, agents or employees. The liability of the City shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, and any amendments thereto.

12. The term of this agreement will be for a period of 2 years from the date of signature by City

13. The parties may terminate this Agreement at any time without cause by giving thirty-days (30) written notice to the other party in advance of the proposed termination date. If the Donor terminates this Agreement, the Donor shall leave the property in a condition that is acceptable to the City.

14. This agreement is not binding to the City until all signatures required herein have been obtained. The effective date of this Agreement will be the date it is signed by the City's Director of Parks & Recreation Department.

CITY OF ALBUQUERQUE
APPROVED:

By _____
Mark Chavez
Superintendent, Park Management

Date

CONCUR

By _____
Barbara Taylor
Director, Parks & Recreation

Date

DONOR

By _____

Address

City, State, Zip Code

Phone Number

Email Address

Date

EXHIBIT A

ADOPT-A-PARK INSPECTION CHECKLIST

SPECIAL NOTE: Please fax completed inspection list after each visit to 857-8220, or mail to P.O.Box 21037, Abq. NM 87154.

Name of Park:	Today's Date:	
Inspection Items	Action Taken and/or Comments	Checked
Pickup all trash/debris from entire area (to include shrubs and curbs).		
Check trashcans (if applicable). If any trashcan is full, remove bag and replace with a new bag. Place full back adjacent to trashcans for removal by Park Management trash crews.		
Check for holes in the ground. Notify Park Management Division if any are discovered and cannot be repaired immediately.		
Check for dry areas in turf (if applicable) due to lack of water or over-watering, extremely wet areas, or water runoff onto curbs, or streets. Notify Park Management immediately.		
Check for broken sprinkler heads (if applicable). Notify Park Management Division if any are discovered.		
Check for broken tree limbs on ground and if possible stack limbs in one area for removal at a later time. Notify Park Management Division.		
Check for damaged equipment (i.e. trashcans, benches, fences, etc.). Notify Park Management Division if any discovered.		
Check for damage and condition of trees, shrubs, and flowerbeds (if applicable). Notify Park Management Division if damage is noted or conditions are bad.		
Check for any vandalism and/or graffiti. Notify Park Management Division if any are discovered.		
Is there any hazard or condition that you feel would be unsafe. Notify Park Management Division immediately.		
Lighting: Check for inoperable lighting systems (if applicable). Notify Park Management Division to report inoperative lighting.		
List any other item that was checked not listed above (please specify):		
PLEASE ESTIMATE YOUR TIME SPENT SERVICING THE PARK		
Signature of Volunteer Conducting Inspection		

Exhibit B

**City of Albuquerque, Parks & Recreation Department,
Park Management Division**

**ADOPT-A-PARK, TRAIL, OR STREETScape
WAIVER OF LIABILITY**

As a volunteer participating in the City of Albuquerque, Park Management Division, Volunteer Services Section's "Adopt-A-Park, Trail, or Streetscape" Program, I will conduct myself in a professional manner and adhere to the posted regulations and policies. I will strive to set a good example in park and urban trail use ethics and encourage other users to follow rules and practice "safe" park use.

I will utilize all safety equipment issued for this project and to follow the scope of work for this project. If I am my organization's representative, prior to the beginning of this project, I or my designated representative will thoroughly brief all volunteers of this service project on the scope of work to be accomplished.

I will be responsible for my own safety and well being during my participation. I do not rely on the City of Albuquerque or on any official or employee of the City of Albuquerque to provide for my safety and well being during my participation in the Adopt-A-Park, Trail, or Streetscape Program. I agree to hold the City of Albuquerque and the officials and employees of the City of Albuquerque harmless for any injury or medical or other health care problem I may incur during my participation in Adopt-A-Park, Trail, or Streetscape Program, both on and off City of Albuquerque property.

I agree to pay all medical cost related to any injury or illness that I may incur during my participation in the Adopt-A-Park, Trail, or Streetscape Program. I agree that the City of Albuquerque shall not be responsible for payment of medical cost related to any injury or illness that I may incur during my participation in the Adopt-A-Park, Trail, or Streetscape Program. I agree that the City of Albuquerque shall not be responsible for payment of medical expenses for myself and acknowledge and agree that any City of Albuquerque insurance that may exist does not cover my medical costs.

Signature of Volunteer

Volunteer's Printed Name

Date