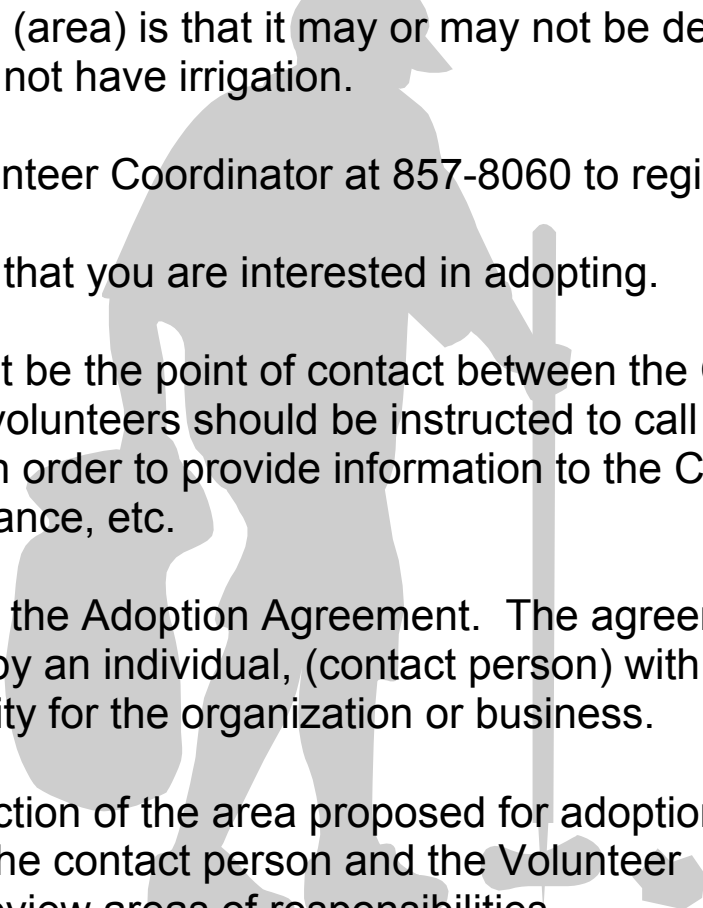


Solid Waste Management Department

ADOPTION OF AREA MAINTENANCE AGREEMENT



PROCEDURES FOR ADOPT-AN-AREA PROGRAM

- 
1. The definition of (area) is that it may or may not be developed and may or may not have irrigation.
 2. Contact the Volunteer Coordinator at 857-8060 to register.
 3. Identify the area that you are interested in adopting.
 4. 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.
 5. Review and sign the Adoption Agreement. The agreement must be signed by an individual, (contact person) with signature authority for the organization or business.
 6. An on-site inspection of the area proposed for adoption will be conducted with the contact person and the Volunteer Coordinator to review areas of responsibilities.



**ADOPTION OF AN AREA
AND
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into this __ day of _____, 2004 by and between the City of Albuquerque, a New Mexico municipal corporation ("City"), 4600 Edith NE, 87107 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, business and individuals for the maintenance of City areas at the expense of such groups, businesses and individuals;

WHEREAS, such maintenance promotes the general welfare by enhancing the aesthetics; and

WHEREAS, Donor desires to "adopt" an existing area 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 areas and agrees to make the contributions or perform the services specified in this Agreement:

Location: _____.

Description of donation: _____

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

A. Conduct a weekly inspection of the area utilizing the Adopt-An-Area Inspection Checklist, which is attached to this Agreement as **Exhibit A**.

- B. Pickup litter and debris on a weekly basis.
- C. Sweep paths and/or sidewalks (if applicable) periodically (at least once a week). Report exceptional debris to the City's Clean City Division at 857-8060
- D. Notify the Clean City Division of Graffiti Removal Services.
- E. Notify the Clean City Division of needed maintenance or repairs.
- F. Notify the Clean City Division upon the completion of maintenance activities or of any approved repairs.
- G. Notify the Clean City Division of other problems Donor feels the City should be aware of that has been identified in the Donor's adopted area.

H. Other work or contribution:

- 3. Donor agrees that whenever work is being conducted that all volunteers will wear a traffic vest at all times and that safety cones shall be placed about the work area. The City shall, upon request by the Donor, provide traffic vests and safety cones.
- 4. Donor shall designate a contact person for Donor and shall notify the Clean City Division if there is a change in the contact person.
- 5. Donor shall have access to the area for the purpose of performing all work under this Agreement.
- 6. Donor shall not repair or replace any landscaping, improvements, equipment or facilities in the area 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 area without the prior approval of the City of the improvements. The City will own any and all Donor improvements to the area.
- 7. The City shall have the right to enter the area at any time and perform whatever inspection, installation, repair, modification, or removal it deems appropriate. If the area is located on right-of-way owned by the State Highway Department, then the State Highway Department shall have the right to enter the area at any time and perform whatever inspection, installation, repair, modification, or removal it deems appropriate. If the City or State Highway Department affects any improvements of the Donor on the area then the City or State Highway Department will not be financially or otherwise responsible for replacement, rebuilding or repair of the Donor's improvement.
- 8. The City will post a sign acknowledging the Donor's contributions to the maintenance of the area.

9. 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.

10. 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.

11. The area is located within the public right-of-way and will be open to the use of the general public at all times. 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 areas of the risks, and before such person does any work for the Donor on the median, the Donor will require each such person to sign and date a copy of the Waiver attached to this Agreement as **Exhibit C**. Donor will deliver all signed, original Waivers to the Clean City Division prior to entry on the area 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 area.

12. Donor agrees that Donor and any member of the Donor's organization who will perform work on the area will consult the Clean City Division prior to performing any work on the area.

13. 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 sea. NMSA 1978, and any amendments thereto.

14. The term of this agreement will be for a period of _ Years from the date of signature by City.

15. 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.

16. 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 Solid Waste Management Department.

CITY OF ALBUQUERQUE

DONOR

By _____
Clarence Lithgow, Director
Director, Solid Waste Mgmt. Dept.

Date _____

By _____
(Signature)

Business _____

Name (Print)

Address

City, State, Zip Code

Phone Number

Date

Exhibit C

City of Albuquerque, Solid Waste Management Department,
Clean City Division

ADOPT-AN-AREA WAIVER OF LIABILITY

As a volunteer participating in the City of Albuquerque, Clean City Division, Volunteer Services Section's "Adopt-An-Area" 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 median use ethics and encourage other users to follow rules and practice "safe" median 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-An-Area 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-An-Area 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-An-Area 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-An Area 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

Special Note: Please fax completed agreement to Toni Sanchez at 857-8205.
 4600 Edith NE, 87107. **Inspections should be completed on a weekly basis. Fax 857-8205**

Address/Location of Adopted Area:	Date:	
Inspection Items:	Action Taken	Checked
Removed all trash/debris from entire area (to include shrubs and curbs areas).		
Checked trashcans (if applicable). If cans are full, remove bag and replace with a new bag. Place full bag adjacent to trashcan for removal by Park Mgmt. Personnel at 857-8650.		
Check for weed removal and call Weed & Litter at 857-8060.		
If private property contact Zoning Enforcement at 924-3850		
For abandoned vehicles call 768-CARS.		
Check for broken tree limbs on ground and if possible stack limbs in one area for removal at a later time.		
Check for illegal dumping and call 768-DUMP		
Check for vandalism and/or graffiti. Notify Graffiti Removal services at 768-4725.		
List any other item(s) that were not listed above (please specify)		
Estimated Time Spent on Adopted Area		
Other Comments:		