



ADOPT-A-PARK AGREEMENT

The Hernando County Parks and Recreation Department, hereinafter called the “Department” and _____ (name of Individual or incorporated Organization), hereinafter called the “Individual/Organization”, recognize the need and the desirability of improving parks through community engagement and beneficial activities, and are entering into this Agreement to permit the Individual/Organizations to contribute toward that effort by **adopting-a-park for specific clean-up projects.**

1. THE ADOPTING INDIVIDUAL/ORGANIZATION SHALL AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- a. Individual/Organizations shall adopt a park as designated and available on an official list provided by the Department and participate in the program for a minimum of two (2) years, unless otherwise agreed in writing by the parties.
- b. The Individual/Organization shall pick up litter a minimum of four (4) times a year.
- c. The Individual/Organization will not be compensated by the Department for activities performed during the park clean-up or be supervised or controlled by the County in any manner.
- d. Parental/Guardian Consent is required for each participant under eighteen (18) years of age.
 - i. Participants eighteen (18) years of age or younger shall be subject to the same safety rules and regulations set down for all participants.
 - ii. The Individual/Organization is required to provide one (1) adult supervisor, over the age of eighteen years of age for each five (5) participants eighteen years of age or younger.
- e. Each Individual/Organization shall attend at least one (1) safety meeting per year.
 - i. Individuals must attend a safety meeting conducted by the Department before participating in the first organized activity.
 - ii. Organizations shall provide safety meetings for members prior to their first cleanup and provide written notice of compliance. The organization is required to provide safety meetings for new participants throughout the year and update the Department accordingly.
- f. The Individual/Organization shall ensure that participants do not bring person(s) to observe the activity and who are not official participant(s).

- g. The Individual/Organization shall remove litter or other approved activities during appropriate park/daylight hours and during non-inclement weather conditions only.
- h. All volunteers must wear safety vest.
- i. The Individual/Organization shall adhere to Adopt-a-park policy regarding supplies, equipment, trash disposal/pick-up, notice, and submission of required forms (Consent, Releases, Waivers and other Department required forms).
- j. The Individual/Organization MUST complete and provide to the Department, a record the work performed for by utilizing the Hernando County Adopt-A-Park Notification of Work Completed Form within two (2) weeks after the event.
- k. The Individual/Organization shall, during the term of this Agreement, ensure its activities comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, covenants, restrictions and requirements, including but not limited to, all rules and regulations provided by the Department pertaining to the Adopt-A-Park Project.
- l. The Individual/Organization shall require all participants sign the Adopt-a-Park Volunteer Acknowledgement of Risk and Release form, including the parent/guardian of each participating minor as required. The signed and completed waivers for all volunteers must be turned in to the County designee at least one (1) week before the scheduled event.
- m. The Individual/Organization shall notify the Department of any incidents within one (1) day after a clean-up event during which an accident or injury occurs.
- n. Adopting Organization will check and clear all listed names against the FDLE Sexual Predator list and will provide County with a background check affidavit stating that all volunteers have been cleared. The signed and completed background check affidavit for all volunteers must be turned in to County designee at least one (1) week before the scheduled clean up event.

2. THE DEPARTMENT AGREES TO ACCOMPLISH THE FOLLOWING:

- a. Designate Parks for adoption and approve group project/activity.
- b. Provide safety training through the Department or other qualified means as required.
- c. Provide safety vest for each volunteer.
- d. Provide a contact person within the Parks Division to act as a liaison and assist as necessary.

- e. Monitor Compliance with program terms.
- f. Erect a sign at each adopted park with the Group's name or acronym displayed. All signs will be uniform.

3. MICELLANEOUS

- a. AGREEMENT CONTACTS: Department Coordinator _____ [Name], can be reached at _____

The individual/Organization representative is _____ and can be reached at _____.

- b. INSURANCE.

- i. General Commercial Liability: Adopting Organization may be required to provide and maintain in force for the term of this Agreement, General Commercial Liability insurance adequate to protect the Department against liability for any and all damage claims in a minimum amount of One Million and no/100 Dollars (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Two Million and no/100 Dollars (\$2,000,000.00).
- ii. Workers' Compensation: Adopting Organization may be required to provide and maintain in force for the term of this Agreement, Workers Compensation as required by Chapter 440, Florida Statutes, and any applicable federal laws.
- iii. A certificate of insurance evidencing such insurance and listing the Department as an additional insured shall be provided to the Department prior to scheduling any activities under this Agreement and will be provided annually with any renewal of this Agreement. Such policy shall be non-cancelable with respect to the Department except upon thirty (30) days prior written notice to the Department, and a substitute policy meeting the requirements of this Agreement shall be provided prior to the effective date of any such cancellation. The insurer will provide notice to Department and Adopting Organization ten (10) days prior to cancelation of the policy in the event of cancelation for non-payment of premium. A waiver of subrogation must be provided for General Commercial and Workers' Compensation coverage.

- c. LIABILITY/HOLD HARMLESS/INDEMNIFICATION

- i. A. The Adopting Organization agrees to hold County harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by Individual/Organization as part of the AAPP.
- ii. The Adopting Organization hereby waives all claims against the County, its officers, employees, and agents, for damages to the property of Individual/Organization and for injuries to persons or property related to Individual/Organization's activities under this Agreement from any cause

arising at any time, except those caused by the negligent act or omission of the County, its officers, employees, and agents.

- d. **INDEPENDENT CONTRACTOR:** Individual/Organization and Department shall be and act as independent contractor, and under no circumstances shall this Agreement be construed as one of agency, legal partnership, joint venture or employment between the Department and Individual/Organization.
- e. **ASSIGNMENT:** Individual/Organization shall not assign this Agreement to any other party without the prior written approval of Department. Any attempt to assign this Agreement without the prior written approval of Department shall immediately terminate this Agreement.
- f. **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or situation shall be to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- g. **NOTICE:** Whenever either party desires to give notice to the other party, it must be given by written notice addressed to the party at the addresses shown below, or such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph.

As To Hernando County:
Hernando County Parks and Recreation

Email:

To Individual/Adopting Organization

Email:

- h. **TERMINATION:** This Agreement may be terminated by Individual/Organization or Department upon thirty (30) days advance written notice to the other party with or without cause.
- i. **AMENDMENTS:** The parties agree that no modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

I CERTIFY that I am familiar with the information contained in this Agreement and that I possess the authority to execute this agreement on behalf of the Adopting Organization.

_____	_____
Printed Name of Individual/Group	Hernando County By
_____	_____
Organization's [Title] (Please Print)	Title
_____	_____
Individual/Organization Signature	Signature
_____	_____
Date _____	Date _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office