



The City of New Smyrna Beach

ADOPT A PARK AGREEMENT

The City of New Smyrna Beach and _____ agree as follows:

The Individual or Group Shall:

1. Select a park location from the list of New Smyrna Beach Parks available for adoption. Eligible Participants must be: A resident of New Smyrna Beach; Homeowner Association or Neighborhood Group within New Smyrna Beach; Local 501C3 non-profit organization with its principal location within New Smyrna Beach; Business owner with business locations physically within the City limits of New Smyrna Beach.
2. Enter into a one-year service agreement to commit to clean up activities at least monthly; remove trash and litter in the park as often as necessary to keep area clean, a minimum of once per month is requested.
3. Place all trash and litter in trash containers provided on site.
4. Designate one person from your group, if applicable, who will be responsible for coordinating their clean-up efforts with the Maintenance Operations Dept. and provide their contact information.
5. Commit to ensuring their work group acts safely, appropriately, and within the standards required of all City of New Smyrna Beach volunteers.
6. Guarantee that participating youths are at least 12 years of age and provided with adequate supervision with a ratio of at least one adult per 6 children.
7. Participate as available in special projects such as planting a new landscape bed, or maintaining existing landscape beds by weeding, adding new mulch, etc.
8. Not be compensated by the City for activities performed during the park clean-up or be supervised or controlled by the City in any manner. It is the responsibility of the group leader or coordinator to supervise individual participants volunteering for the group.
9. Submit monthly clean-up report to the Maintenance Operations Dept.

The City Agrees To:

1. Provide ADOPT A PARK sign at the park adopted.
2. Allow the volunteer group and/or individuals' access to City property as necessary to perform the clean-up/special project.
3. Remove or arrange for removal of certain litter under unusual circumstances (i.e., large, heavy or hazardous items).
4. Provide necessary tools, equipment, and materials to complete any special projects.
5. Commit to making all projects and park areas as safe and positive as possible.
6. Provide a contact person within the Maintenance Operations Dept. to communicate and assist the organization in planning dates, times and tasks for their designated park.

The individual or group agrees that it will indemnify and hold harmless the City of New Smyrna Beach, officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the individual or group during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the City, its agents or employees may be subject. All individuals participating in the program shall be considered volunteers for the group, and not volunteers for the City.

This agreement is non-transferable and non-assignable in whole or in part without written consent from the City.

The following shall be the designated contacts for this park:

For the City: Name: _____
Phone: _____

For the Volunteer Group: Name: _____
Group Name: _____
Address: _____
City, State, Zip: _____
Phone: _____

This agreement shall remain in effect and automatically renewed unless terminated by the City or Adoptee in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written below.

Volunteer Group Representative

Signature: _____

Print Name: _____

City of New Smyrna Beach

Signature: _____ Date: _____

Rosalie Doerflein
Administrative Specialist II