



Adopt-A-Park/ Adopt-A-Street Adoption Proposal and Agreement

Exhibit A

The City of Bloomington, acting by and through its Public Works Department and _____
(“Volunteer”) agree to the terms set forth in this Agreement which governs the services the Volunteer will perform at
_____ (“Park, Street or Water Body”).

Recital

The City desires to provide interested persons with an opportunity for community involvement through voluntary participation in a Park, Street or Water Body maintenance program.

Agreement

1. The Volunteer will provide the services designated on the “Task Agreement” attached to this Agreement (Exhibit A). The parties may agree to revise the Task Agreement. All services performed under this Agreement shall be performed on an uncompensated basis by Individual/Group volunteers. The Individual/Group will not perform any activity which the City has not previously approved and will not subcontract or hire others to perform services hereunder. The City may perform or cause others to perform the activities listed on the Task Agreement at its discretion.
2. Unless otherwise agreed between the parties, the Volunteer will furnish, at its own expense, all tools, materials, supplies, labor and services and other accessories in connection with this Agreement and will ensure that these items will be removed from the Park, Street or Water Body at the end of each day.
3. The Volunteer will use only non-motorized hand tools to perform its services under this Agreement and will take all reasonable precautions to protect its participating members and the public against injury and to protect against damage to property.
4. The Volunteer shall abide by the “Safety Guidelines” (Exhibit B) accompanying this Agreement. The Volunteer representative who signs this Agreement, or his or her designee, shall ensure that each person to perform services under this Agreement will read and abide by the Safety Guidelines and will sign a “Liability Waiver” (Exhibit C) in the form accompanying this Agreement.
5. The Volunteer will not discriminate against any person desiring to perform services under this Agreement due to the person’s race, color, creed, religion, national origin, disability, age, gender, affectional preference, marital status or status with regard to public assistance.
6. All members of the Volunteer and any other persons who may perform any activities covered under this Agreement shall not be considered employees of the City. Accordingly, the City is not responsible or liable for any injury or any other claims, expenses, or losses sustained by such persons while engaged in any of the activities covered under this Agreement.
7. The Volunteer shall defend, indemnify and hold harmless the City of Bloomington, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Volunteer’s (including its volunteer, officials, agents, or employees) performance of the duties required under this Agreement.
8. Either party may terminate this Agreement at any time upon written notice to the other party.

Public Works Maintenance Superintendent

Group

_____ Date _____

_____ Date _____