

## ADOPTION PARTNERSHIP

### Completed agreements may be sent to:

City of Palm Coast  
Parks and Recreation Department  
Attn: Outdoor Recreation Manager  
305 Palm Coast Pkway NE.  
Palm Coast, FL 32137

☎: Inquiries about the adoption program and correspondence about the status of adoptions can be made to the Parks and Recreation Department via phone number: (386) 986-2323

Please fill in the **bolded** areas below:

**Adopter Name (organization, individual, group):** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
(Street) (City) (State, Zip Code)

**Adopter's Authorized Contact (print name):** \_\_\_\_\_

**Contact Telephone Number:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Adopt-A-Program type (check one):**

- ☐ ADOPT-A-PARK
- ☐ ADOPT-A-TRAIL
- ☐ ADOPT-A-SHORELINE

**Adoption Site Name:** \_\_\_\_\_

**Adoption site physical location:** \_\_\_\_\_

**Request sign to read:** "Adopted by \_\_\_\_\_"

Adoption Program Manager to complete the following:

Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Email: [jhirst@palmcoastgov.com](mailto:jhirst@palmcoastgov.com)

Date agreement is to take effect: \_\_\_\_\_

Date agreement is to expire: \_\_\_\_\_

**ADOPT-A-PROGRAMS AGREEMENT**  
**FOR PARKS/TRAILS/SHORELINES**

**THIS ADOPTION AGREEMENT** (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between by and between the **CITY OF PALM COAST**, a municipal corporation existing under the laws of the State of Florida (“City”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and \_\_\_\_\_ (“Adopter”) whose address is \_\_\_\_\_, collectively referred to herein as “PARTIES”.

**RECITALS:**

**WHEREAS**, the City is responsible for operation and maintenance of parks, trails and shorelines within the City park system; and

**WHEREAS**, public involvement in volunteer efforts to beautify the City help to instill a sense of pride in residents as to the appearance of the City parks, trails and shorelines; and

**WHEREAS**, the Palm Coast Beautification and Environmental Advisory Board encouraged, and the City Council approved, the implementation of an “Adopt-A-Park, Adopt-A-Trail, and Adopt-A-Shoreline” program for the participation of local organizations and individuals in voluntary labor efforts including, but not limited to litter removal, weed removal, planting projects, and various other related maintenance; and

**WHEREAS**, the City has previously authorized agreements of this nature for the adoption of parks, trails, shorelines and roadways for litter removal, and the adoptions of medians for beautification purposes; and

**WHEREAS**, the Adopter desires to adopt a section of trail, park area, or shoreline or road to assist the City with the voluntary maintenance thereof; and

**WHEREAS**, \_\_\_\_\_ **[Insert site “name”]** \_\_\_\_\_ (“Adopted Site”) is within the City limits of Palm Coast; and

**WHEREAS**, the Parties desire that the Adopter maintain the Adopted Site as further provided herein.

**NOW THEREFORE**, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Adopter hereby agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

**2. Term.** The term of this Agreement shall commence upon the Effective Date and shall terminate on December 31, 20\_\_\_\_.

3. **Effective Date.** The Effective Date shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

4. **Termination.** The City or Adopter may terminate this Agreement for any reason upon a 30-day written notice.

5. **Adopted Site.** The area within the City adopted by Adopter is located at \_\_\_\_\_ (“Adopted Site”) and is and is a portion of a City (**CHECK ONE**):

☐ Park                      ☐ Trail                      ☐ Shoreline

6. **Description of Volunteer Services to be Provided.** Volunteer services to be provided by the Adopter at the Adopted Site include routine weed removal and litter pickup (“Volunteer Services”). Any work other than routine weed removal or litter pick up (e.g., irrigation work, planting, removing or trimming trees, shrubs, littoral zone plantings, etc.) shall be approved in writing by the City prior to such work commencing. Beautification activities (such as planting and landscaping) must be approved by the City in writing and correctly permitted. All Volunteer Services are provided on a volunteer, unpaid basis.

7. **Responsibilities of Adopter.** The responsibilities of the Adopter are as follows:

- a. The Adopter shall provide Volunteer Services at the Adopted Site at a minimum of once every two months throughout the term of this Agreement. The Adopter shall maintain a written record of the dates when Volunteer Services are provided and the names of all persons who provided such Volunteer Services.
- b. The Adopter shall comply with City goals or standards for the type of work being performed on the Adopted Site.
- c. The Adopter shall follow all safety guidelines provided for in the “Adoption Program Safety Guidelines,” attached hereto as Exhibit “A” and fully incorporated herein by this reference (“Safety Guidelines”). The Adopter shall ensure that all of Adopter’s volunteers also follow the “Safety Guidelines”. The Adopter shall provide a copy of the Safety Guidelines to all of Adopter’s volunteers prior to such volunteers providing any Volunteer Services at the Adopted Site.
- d. The Adopter shall obtain from each volunteer, and provide to City, the Hold Harmless and Indemnification Agreement attached hereto as Exhibit “B” and fully incorporated herein by this reference.
- e. The Adopter shall execute and provide the attached Hold Harmless and Indemnification Agreement (Exhibit “B”) and submit same along with this executed Agreement.

- f. The Adopter and Adopter's volunteers shall perform Volunteer Services only during daylight hours.
- g. The Adopter shall secure safety vests and trash bags as needed from the City of Palm Coast Parks and Recreation Department. The Adopter shall ensure that all volunteers wear safety vests if near roadway areas.
- h. The Adopter shall ensure that all volunteers provide Volunteer Services in a safe manner.
- i. The Adopter or an authorized agent shall contact the Parks and Recreation Department one week prior to each Volunteer Services event to give notice of Adopter's intent to provide Volunteer Services. The Adopter may contact the City by phone number (386) 986-2323 or via email at [parksandrecreation@palmcoastgov.com](mailto:parksandrecreation@palmcoastgov.com) for purposes of such notice. This coordination will allow the Parks and Recreation Department to eliminate any duplication of efforts. All questions or correspondence regarding the City's Adopt-A-Park, Adopt-A-Trail, and Adopt-A-Shoreline Programs shall be directed to the aforementioned contact information.
- j. The Adopter shall contact the City within 24 hours of Volunteer Services being provided if bagged litter has been left at the Adopted Site for pickup by the City.
- k. The Adopter shall contact the City of Palm Coast Parks and Recreation Department to inform the City if the Adoption Site will no longer be maintained by the Adopter.

**8. Responsibilities of the City.** The responsibilities of the City are as follows:

- a. The City shall provide and install an appropriate "Adopt-a-(Park, Trail, Shoreline)" sign which identifies the Adopter of the Adopted Site. The location and language of such signage shall be determined in the sole discretion of the City.
- b. The City shall provide safety training for each Adopter.
- c. The City shall provide safety vests, gloves and trash bags for use by the Adopter in providing Volunteer Services.
- d. The City shall pick up bagged litter (if any) left on the site after proper notifications by the Adopter.

**9. Assignment.** This Agreement is non-transferable and non-assignable in whole or in part without written consent of the CITY.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

**THE CITY OF PALM COAST:**

**ADOPTER:**

\_\_\_\_\_  
Denise Beven, City Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_