



## ADOPT A PARK AGREEMENT

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**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by and between MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter called the 'COUNTY' and \_\_\_\_\_ hereinafter called the 'ADOPTING ORGANIZATION'.

### WITNESSETH

**WHEREAS**, \_\_\_\_\_ is a public park in Martin County, Florida operated and maintained by COUNTY; and

**WHEREAS**, COUNTY has implemented an 'ADOPT-A-PARK' Program (hereinafter called 'AAPP') for the participation of local organizations and individuals in specific clean-up projects; and

**WHEREAS**, COUNTY has designated Parks available for adoption as part of the AAPP; and

**WHEREAS**, the ADOPTING ORGANIZATION desires to adopt \_\_\_\_\_ Park located at:

\_\_\_\_\_.

**NOW, THEREFORE**, the parties agree as follows:

1. The ADOPTING ORGANIZATION has adopted \_\_\_\_\_ Park located at \_\_\_\_\_, hereinafter called the 'Park'.
2. The ADOPTING ORGANIZATION acknowledges this adoption is not exclusive to the Park. COUNTY may authorize up to three (3) adoptions of the Park and permit non-adopting organization, group, or individual clean-up events.
3. The ADOPTING ORGANIZATION acknowledges that this agreement is not a sponsorship and use of COUNTY logo is strictly prohibited.
4. **THE ADOPTING ORGANIZATION SHALL:**
  - A. Pay an annual program fee to COUNTY based on the fee listed in the adopted fee schedule in the amount of: \_\_\_\_\_, which shall be submitted concurrently with this Agreement.
  - B. Provide logo or desired verbiage for signage to COUNTY within fourteen (14) days of executing this Agreement.
  - C. Remove litter at the Park a minimum of four (4) times a year, and additional times if necessary, with the goal being to keep the Park as clean and litter free as possible.
  - D. Coordinate and schedule all clean-up activities with the COUNTY through its Parks and Recreation Department. Dates will be based on availability as determined by the COUNTY.
  - E. Complete and return an AAPP Cleanup Report Form, as attached hereto and incorporated herein as Exhibit "A", to COUNTY after each cleanup.
  - F. Review and adhere to COUNTY safety recommendations and accident prevention procedures, including completing and submitting an incident report within one (1) day after a



- clean-up event during which an accident or injury occurs. Refer to Section 24 for more information.
- G. Only remove litter during appropriate times and weather as scheduled or rescheduled. Refer to Section 26 for more information.
  - H. Provide at least one adult supervisor per every 10 youths under 18 years old who participate in a clean-up activity. Refer to Section 11 for more information.
  - I. Require that all participants sign COUNTY group volunteer release and waiver of liability, including the parent/guardian of each minor participant.
  - J. Check and clear all participant's names against the FDLE Sexual Predator list and, prior to any scheduled clean-up event, provide COUNTY with a background check affidavit stating that all volunteers have been cleared. Refer to Section 23 for more information.
  - K. Obtain a special event permit if vendors are being used or other activities are planned during clean-up event (additional fees may apply).
  - L. Only work with other adopting organizations for joint clean ups. A list of adopting organizations may be provided by COUNTY upon request.
  - M. Provide desired equipment in addition to that provided by the COUNTY as stated in Section 5.
5. **THE COUNTY SHALL:**
- A. Provide and install permanent Adopt-A-Park sign the entrance of the Park within \_\_\_\_ days of receipt of logo or desired verbiage from ADOPTING ORGANIZATION.
  - B. Upon request, assist ADOPTING ORGANIZATION in coordinating removal of bags of litter from the adopted location when there is no dumpster on site
  - C. Upon request, assist ADOPTING ORGANIZATION in removing debris that may require special handling (i.e., large, heavy or hazardous items). Refer to Section 8 for more information.
  - D. Provide trash bags, buckets, gloves, and pick sticks (if available). Refer to Section 7 for more information.
6. **CONTRACT MANAGER:** The Recreation and Event Specialist, \_\_\_\_\_, will manage this contract and can be reached at 772-288-5474. The representative of the ADOPTING ORGANIZATION is \_\_\_\_\_ and can be reached at \_\_\_\_\_.
7. **PROCUREMENT AND RETURN OF EQUIPMENT:** The Recreation and Event Specialist will schedule a time and date in coordination with the ADOPTING ORGANIZATION for equipment distribution prior to the event and return of the equipment following the event. Both parties will meet at the Operations warehouse located at 2990 SE Dixie Highway, Stuart, FL 34997 where the equipment will be signed out and taken off site by the ADOPTING ORGANIZATION. Both parties will meet at the Operations warehouse following the event at the agreed upon date and time for equipment return. The Adopting Organization will ensure the proper handling, use and return of the provided supplies and equipment during the scheduled clean-up events. The Adopting Organization may bring its own supplies and understands that if it does bring and use its own personal property that the County is not liable for any damage, loss or theft of the personal property.
8. **ASSISTANCE WITH BAG/LARGE DEBRIS REMOVAL:** If no dumpster is present at park location, the Recreation and Event Specialist will coordinate with notify the ADOPTING ORGANIZATION where it may leave bags for COUNTY pick up. If ADOPTING ORGANIZATION encounters debris that is too large to fit into a provided garbage bag, the ADOPTING ORGANIZATION is to communicate this to the Recreation and Event Specialist



within (2) two hours following the conclusion of the event. The Recreation and Event Specialist will coordinate removal of such large debris. The ADOPTING ORGANIZATION will still be responsible for removal of all bagged debris.

## 9. **INSURANCE**

- A. **General Commercial Liability:** ADOPTING ORGANIZATION shall provide and maintain in force for the term of this Agreement, General Commercial Liability insurance adequate to protect the COUNTY 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).
- B. **Workers' Compensation:** ADOPTING ORGANIZATION shall 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.
- C. A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY 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 COUNTY except upon thirty (30) days prior written notice to the COUNTY, 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 COUNTY and ADOPTING ORGANIZATION ten (10) days prior to cancellation of the policy in the event of cancellation for non-payment of premium. A waiver of subrogation must be provided for General Commercial and Workers' Compensation coverage.

## 10. **LIABILITY/HOLD HARMLESS/INDEMNIFICATION**

- A. 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 ADOPTING ORGANIZATION as part of the AAPP.
- B. ADOPTING ORGANIZATION hereby waives all claims against the COUNTY, its officers, employees, and agents, for damages to the property of ADOPTING ORGANIZATION and for injuries to persons or property related to ADOPTING 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.

## 11. **MINORS (under 18 years old) VOLUNTEERS/PARTICIPANTS**

COUNTY encourages the participation of volunteers of all ages. Minors (anyone under the age of 18 years old) are allowed and encouraged to help during scheduled clean-up activities. The ADOPTING ORGANIZATION must provide at least one (1) adult supervisor per every ten (10) minors. The ADOPTING ORGANIZATION's group liability waiver should include participants and volunteers of all ages and at least one adult for every 10 minors. The ADOPTING ORGANIZATION is responsible for having waivers signed and completed by all participants, including all minor's parents/guardians.

12. **NON-DISCRIMINATION:** ADOPTING ORGANIZATION for itself, and its members, as a part of the consideration for this Agreement, does hereby covenant and agree that:



- A. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Agreement on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion or ancestry; and
- B. ADOPTING ORGANIZATION shall not discriminate against any employee or applicant for employment in connection with the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin or ancestry; and
- C. ADOPTING ORGANIZATION's programs, including the activities under this Agreement, shall from time to time and always comply with the Americans with Disabilities Act ("ADA").
13. **TERM:** This Agreement shall have an initial term of **one (1) year** with an option to renew for up to four (4) subsequent one (1) year terms upon written agreement of the parties no later than thirty (30) days prior to the expiration of the current term of this Agreement, unless such time frame is waived in writing by the parties.
14. **ORDINANCES AND LAW:** ADOPTING ORGANIZATION shall at all times and at its sole expense 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 Florida Department of Environmental Protection (DEP); Florida Fish and Wildlife Conservation Commission (FWC); Chapter 17, General Ordinances, Martin County Code; and other local, state or federal agency regulations regarding environmental concerns and issues pertaining to the Park.
15. **INDEPENDENT CONTRACTOR:** ADOPTING ORGANIZATION and COUNTY shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership, joint venture or employment between COUNTY and ADOPTING ORGANIZATION. It is mutually understood and agreed that (a) COUNTY and its employees and agents are, at all times herein, acting and performing separately and independently of ADOPTING ORGANIZATION and are in no way or manner to represent themselves as agents or employees of ADOPTING ORGANIZATION and (b) ADOPTING ORGANIZATION and its employees and agents are, at all times herein, acting and performing separately and independently of COUNTY and are in no way or manner to represent themselves as agents or employees of COUNTY.
16. **ASSIGNMENT:** ADOPTING ORGANIZATION shall not assign this Agreement to any other party without the prior written approval of COUNTY. Any attempt to assign this Agreement without the prior written approval of COUNTY shall immediately terminate this Agreement.
17. **TERMINATION:** This Agreement may be terminated by COUNTY or ADOPTING ORGANIZATION upon thirty (30) days advance written notice to the other party with or without cause.
18. **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.



19. **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 MARTIN COUNTY:  
Martin County Parks and Recreation  
County Administrative Center  
2401 S.E. Monterey Road  
Stuart, Florida 34996  
martinparks@martin.fl.us

To ADOPTING ORGANIZATION:

20. **BINDING AUTHORITY:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
21. **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.
22. **BEAUTIFICATION ACTIVITIES:** This Agreement is for clean-up activities only. Any beautification activities must be pursued by another method.
23. **BACKGROUND SCREENING:** 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 group waiver and background check affidavit for all volunteers must be turned in to COUNTY designee at least one (1) week before the scheduled clean-up event. It is required that ADOPTING ORGANIZATION has COUNTY waivers signed and completed by all participants, including all minor's parents/guardians.
24. **INCIDENT REPORTING:** COUNTY will provide its incident reporting policies and procedures to ADOPTING ORGANIZATION prior to any scheduled clean-up event. If an incident or injury occurs during the clean-up event, ADOPTING ORGANIZATION must submit a completed incident report to COUNTY no later than one (1) day after clean-up event. If ADOPTING ORGANIZATION needs assistance with the forms, they must contact the Recreation and Event Specialist in writing within (1) day following the incident for clarification and submission of documents will be due one (1) day following clarification. Not abiding by timeline for submission of documents could result in termination of this Agreement.
25. **SEA TURTLE NESTING SEASON:**  
March 1 – October 31 is designated as Sea Turtle Nesting Season in Martin County. ADOPTING ORGANIZATION must abide by all rules and regulations provided by the DEP, FWC and any other local, state or federal agency pertaining to this particular time of year. In the event an unmarked marine turtle nest is exposed, or a dead, injured or sick marine turtle is discovered during the event, ADOPTING ORGANIZATION must call the FWC's 24-hour Wildlife Alert Number at 1-888-404-FWCC (1-888-404-3922). The caller is asked to be prepared to answer the following



questions for their phone call:

- What is the exact location of the animal?
- Is the turtle alive or dead?
- What is the approximate size of the turtle?
- Is the turtle marked with spray paint? (This may indicate that the turtle has been previously documented.)
- What is the location of the closest access point to the turtle?
- If the turtle is alive, the caller is asked to be prepared to stay with it until help arrives.

**26. TIMES AND RESCHEDULING OF CLEAN-UP EVENTS:**

- A. Clean up events may only occur during daylight hours. Events may not occur during inclement weather or other park closures.
- B. ADOPTING ORGANIZATION must coordinate with the Recreation and Event Specialist to reschedule a clean-up activity. ADOPTING ORGANIZATION may request a change in a clean-up event by providing a written request to the Recreation and Event Specialist at least 7 days prior to requested reschedule date which shall include the scheduled date, the requested reschedule date, and the reason why the event needs to be rescheduled.
- C. COUNTY will endeavor to notify ADOPTING ORGANIZATION at least 12 hours prior to a regularly scheduled clean-up event that may be impacted by a natural disaster or a park closure. COUNTY may cancel a scheduled clean-up event at any time emergency conditions arise.,
- D. If a natural disaster (hurricane, tornado, oil spill, etc) affects the Park, COUNTY will conduct a full evaluation of the Park to determine if a clean-up event may be scheduled or if the Park is deemed unsuitable and unsafe for clean-up events. COUNTY will notify ADOPTING ORGANIZATION when it may schedule clean-up events following a natural disaster.

**27. ENTIRE AGREEMENT:** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided for herein.

**28. RECORDS:** ADOPTING ORGANIZATION must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If ADOPTING ORGANIZATION asserts any exemptions to Florida’s public record laws, ADOPTING ORGANIZATION has the burden of establishing and defending the exemption.

**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.

**NAME OF ADOPTING ORGANIZATION:**

\_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Adopting Organization Representative

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

**MARTIN COUNTY**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Don Donaldson, County Administrator