

# City of Bloomington Adopt-A-Park Program Program Agreement

The City of Bloomington ("City"), a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, acting by and through its Parks and Recreation Department, and \_\_\_\_\_ ("Group Organizer"), agree to the terms set forth in this Agreement which governs the tasks the Group Organizer and all Adopt-A-Park Program participants performing tasks under their direction will perform at \_\_\_\_\_ ("Park").

## Recitals

The City desires to provide interested persons and groups with an opportunity for community involvement through voluntary participation in its Adopt-A-Park Program ("Program").

Group Organizer, and all Program participants to be acting under their direction, desire to participate in the Program upon the terms set forth in this Agreement.

## Agreement

1. Group Organizer and all participants acting under their direction (together, the "Group Volunteers") will provide the tasks designated on the "Task Agreement Form" attached to this Agreement as **Exhibit A** and incorporated herein. Group Volunteers will not perform any tasks which the City has not previously approved through the Task Agreement Form.
2. Group Volunteers and will not assign to, subcontract, or hire others to perform tasks hereunder. The City may perform or cause others to perform the activities listed on the Task Agreement Form, at its discretion.
2. This Agreement expires at the end of the calendar year in which it was executed. Nothing shall be construed herein as authorizing any renewal or continuance of this Agreement past the last day of the calendar year in which it was signed and dated.
3. Group Organizer, or their designee, shall ensure that Group Volunteers are adequately trained and properly supervised for all tasks they perform under this Agreement, including in the use of any tools a Group Volunteer operates while performing tasks under this Agreement.
4. Unless otherwise agreed to between the parties, Group Volunteers will furnish, at their own expense, all tools, materials, supplies, labor and services and other accessories in connection with this Agreement and will ensure that these items are removed from the Park at the end of each day.
5. The use of power tools by Group Volunteers is prohibited. Group Volunteers will only use non-powered, hand-operated tools. Group Volunteers shall take all necessary precaution to prevent injuries to other Group Volunteers or members of the public.

6. Group Organizer shall ensure that all Group Volunteers read and abide by the “Safety Guidelines” attached to this Agreement (**Exhibit B**), which is incorporated herein. Group Volunteers shall follow the Safety Guidelines at all times they are performing tasks under this Agreement.
7. Group Organizer and all Group Volunteers will review sign the City’s Liability Waiver attached to this Agreement (**Exhibit C**), which is incorporated herein. No person shall perform tasks under this Agreement without having signed the Liability Waiver.
8. Group Organizer and Group Volunteers shall be responsible for any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Group Volunteers’ performance of the tasks covered under this Agreement. This provision survives termination of this Agreement.
9. Group Organizer and Group Volunteers 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.
10. Group Volunteers and any other persons who may perform any tasks covered under this Agreement shall not be considered employees of the City. 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 tasks covered under this Agreement. This provision survives termination of this Agreement.
11. Either party may terminate this Agreement at any time upon written notice to the other party.
12. Authorized Agents. The parties’ authorized agents (“Agents”) for purposes of this Agreement are:

Dave Hanson, or successor  
Assistant Director of Parks and Natural Resources  
1800 West Old Shakopee Road  
Bloomington, MN 55431  
962-563-8765  
dhanson@bloomingtonmn.gov

Group Organizer  
Title  
Address  
Phone  
Email Address

13. Notice. Any notices permitted or required by this Agreement shall be deemed given when personally delivered, upon deposit in the United States first class mail, addressed to the party’s Agent, or upon transmission of electronic mail, addressed to the party’s Agent.
14. Signatory. Each person executing this Agreement (“Signatory” represents and warrants that they are duly authorized. Group Organizer represents and warrants that has authority to sign this document on behalf of all Group Volunteers.

15. Data Practices. Any and all data provided to Group Volunteers, received from Group Volunteers, collected, created, received, stored, used, maintained or disseminated by Group Volunteers pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. This provision survives termination of this Agreement.

**City of Bloomington**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

Ann Kattreh

Its: Director of Parks and Recreation

**Reviewed and Approved by the City Attorney:**

\_\_\_\_\_

**Group Organizer**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title (if applicable):** \_\_\_\_\_

# Exhibit A to Adopt-A-Park Agreement Task Agreement Form

\_\_\_\_\_ has agreed to participate in the Bloomington  
*(Name of Individual/Group)*  
Parks and Recreation Adopt-A-Park Program by adopting \_\_\_\_\_.  
*(Name of Park)*

The contact person with the Parks Maintenance Division is \_\_\_\_\_  
*(Title)*  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*(Address) (Phone) (Email)*

The group agrees to perform the following services and coordinate its activities with the Parks Maintenance Division:

**Buckthorn Removal** Location \_\_\_\_\_

Description of services:

**Landscape: Plant/Tend** Location \_\_\_\_\_

Description of services:

**Litter Pickup/Monitoring** Location \_\_\_\_\_

Description of Services:

**Other Invasives Removal** Location \_\_\_\_\_

Description of Activity:

**Other Task** \_\_\_\_\_ Location \_\_\_\_\_

Note: Non-standard tasks may be approved only upon discussion with Parks Maintenance Division staff.

Description of Activity:

## **Exhibit B to Adopt-A-Park Agreement Program Safety Guidelines**

***Each Group Volunteer participant in the Adopt-A-Park Program must review these Safety Guidelines before performing tasks at the adopted site and abide by them while performing tasks on the adopted site.***

1. Work only during daylight hours and in appropriate weather.
2. Wear protective clothing, including work gloves, sturdy shoes, long-sleeved shirts, and pants to prevent injury from sharp objects, insect stings, sunburn, and poison ivy or other plant exposures. Light colored clothing is most visible.
3. Group Organizer or their designee shall provide adequate supervision and training for all Group Volunteers when performing tasks.
4. Do not perform any tasks or services outside of those authorized in the Task Agreement Form. Failure to adhere to the Task Agreement Form may result in termination of the Adopt-A-Park Agreement or rejection of future Adopt-A-Park applications.
5. Group Volunteers are encouraged to bring and use their own gloves, tools, and supplies. A limited amount of gloves, tools, and other supplies may be available from the Parks Maintenance Division. The Group Organizer is responsible for ensuring that all Group Volunteers receive proper training on any tools they operate.
6. Use of power tools may result in termination of the Adopt-A-Park Agreement or rejection of future Adopt-A-Park applications.
7. Don't overexert yourself. Take breaks and drink plenty of water on warm days.
8. Be aware of your surroundings to ensure your safety and the safety of others. Be especially careful if you are using tools.
9. Do not wear headsets or engage in horseplay or other conduct which would divert your attention from your work or impair your ability to perceive hazards from traffic or other dangerous situations.
10. Avoid areas where hazardous conditions exist such as: roads, parking lots, bridges, construction sites and areas where mowing, tree trimming, or pest control is in progress. Report hazardous situations immediately to the Park Maintenance Contact Person.
11. If you are picking up litter, use caution in handling collected items. Broken or jagged objects could cause injury. Do not crush collected items. Do not pick up heavy, large, or hazardous materials. Notify the Park Maintenance Contact Person for pickup of these materials.

Exhibit C to Adopt-A-Park Agreement  
Liability Waiver



City of Bloomington  
**VOLUNTARY WAIVER OF  
LIABILITY AND RELEASE**

*(This document affects your legal rights. Read carefully before signing!)*

I wish to participate in City of Bloomington’s Adopt-A-Park Program (“Activity”) and to perform only those tasks authorized by a written agreement between the City and the volunteer group I am participating with.

**I state and affirm that:**

1. My participation is voluntary and no one is requiring me to participate. I am not an employee of the City while participating in this Activity and understand and agree that I shall not be considered an employee of the City and shall not be entitled to payment for any services rendered, Workers’ Compensation benefits, or any other benefit from the City.
2. I acknowledge the Activity is not an essential service provided by the City.
3. I understand and acknowledge that the Activity I am about to voluntarily engage in has certain inherent risks or dangers. I understand these risks or dangers, known or unknown, anticipated or unanticipated, may result in injury, illness, disease, death or damage to myself or my property, or to other persons and their property.
4. In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with this Activity. I hereby agree to waive and hold harmless the City, its officials, employees and agents from and against any and all claims, injuries, damages, and all causes of action of any nature arising out of my participation in the Activity, whether or not caused by the act, omission, negligence or other fault of the City. I hereby acknowledge and further agree to indemnify the City, its officials, employees and agents from and against any and all claims, injuries, damages and all causes of action arising out of my malfeasance, willful neglect of duty, reckless conduct, gross negligence, criminal conduct or bad faith.
5. I hereby acknowledge and agree that this Waiver of Liability and Release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota. If any portion is held to be invalid, it is further agreed that the remainder shall continue in full legal force and effect.
6. I understand that entering into and signing this Waiver of Liability and Release affects my legal rights and that I am giving up or waiving certain legal rights. I hereby accept this and am signing this Waiver of Liability and Release of my own free will.
7. The terms of this Waiver of Liability and Release shall bind me, my family members, heirs and assigns and the volunteer.
8. My signature certifies that I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representation, and agree to be bound by its terms.
9. I grant the City, its representatives, and employees the right to take, use and publish photographs of me with or without my name for any lawful purpose. *I do not grant permission for my photo to be used. \_\_\_\_\_ Initial*

\_\_\_\_\_  
(Please Print Full Name)

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Phone #

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**NOTE: If participant is under 18 years of age or has a legal guardian, this release must be co-signed by a parent or guardian.**