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## PARK AND RECREATION DEPARTMENT

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### "ADOPT-A-PARK" PROGRAM AGREEMENT

THIS ADOPTION AGREEMENT, hereinafter referred to as the "**Agreement**," made and entered into at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wichita, a municipal corporation of the State of Kansas, hereinafter referred to as the "**City**," the address of which is 455 North Main, Wichita, Kansas 67202, and \_\_\_\_\_, a corporation/partnership/ an unincorporated association/an individual, hereinafter referred to as the "**Participant**."

WHEREAS, the City is promoting an Adopt-A-Park Program to encourage corporations, organizations and/or individuals to provide the care and maintenance necessary to the City's medians, parkways, rights-of-way, downtown planters, parks, or other public areas; and

WHEREAS, it has been deemed to be in the best interest of the **City** to enter into an **Agreement** with the Participant setting forth the respective duties and terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

#### ARTICLE I. SCOPE OF SERVICES

A. The **Participant** shall provide the services and/or contributions set forth herein below in the medians, parkways, rights-of-way, downtown planters, parks, or other public areas described as:

NAME OF PARK or AREA: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(hereinafter "**Adopted Area**").

B. Services to be provided by **Participant** in accordance with all city, state, and federal guidelines:

1. Please check the items to be done by Participant:

(a) Pick up litter and debris. \_\_\_\_\_

(b) Mow and edge grass and plant beds. \_\_\_\_\_

(c) Remove weeds and vines and volunteer trees \_\_\_\_\_

(d) Water plants as needed in accordance with the City of Wichita Park and Recreation Department's policy. \_\_\_\_\_

(e) Treat turf and other plants for pests (if using restricted chemicals, Participant must be licensed by the State). \_\_\_\_\_

(f) Fertilize as needed as approved by Park staff. \_\_\_\_\_

(g) Maintain irrigation system with like parts, provided that if the adopted area has a radio controlled system, participant **shall not** attempt to operate, control or physically touch in any manner. \_\_\_\_\_

(h) Other \_\_\_\_\_

\_\_\_\_\_

These items may be provided by **Participant** (with approval of the Parks and Recreation Department):

- a. \_\_\_ Contribute and install grass, plants, flowers, or other landscaping material as described below:

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- b. \_\_\_ Contribute and install an irrigation system approved by the Park and Recreation Department if none presently exists.

3. The above listed work will be accomplished by one of the following means:

- a. \_\_\_ Participant's in-house employees or neighborhood volunteers.

- b. \_\_\_ Contract with a certified licensed landscape maintenance or irrigation contractor. List name, address and phone number of contractor below:

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4. The Participant shall notify the Park and Recreation Department in the event a problem should arise or if repairs to the Adopted Area are necessary which the Participant is unable to do or is not authorized to do or if the Participant can no longer be obligated to maintain his Adopt-A-Park Services.

C. The City shall have no obligation to replace any plants, contributed or paid for by the Participant, which subsequently die, whether such death is the result of neglect by the Participant, the City or otherwise.

D. In the event the Participant, with the Park and Recreation Department's prior approval, changes or improves upon the design or landscape of the Adopted Area, and the work is damaged or destroyed by a third party, such as in a motor vehicle accident, the City may, at its sole discretion, replace or repair the damage to the original design or landscape of the Adopted Area, not to the design or landscape as changed or improved upon by Participant.

E. The City shall recognize the Participant of the Adopt-A-Park Program. The City shall install a standard sign in the Adopted Area containing the name of the Participant, at the Participants request. Any sign other than a standard size sign, if permitted by the signage ordinance, shall be at the Participant's expense.

**ARTICLE II. PERIOD OF AGREEMENT**

The period of this Agreement shall be for one (1) year from the date hereinabove first written and shall be automatically extended for successive one (1) year periods under the same terms and conditions, unless either party provides the other with a written notification forty-five (45) days prior to the end of any one (1) year term of its intent not to extend the Agreement.

**ARTICLE III. NEGATION OF AGENT OR EMPLOYEE STATUS**

The Participant shall perform the services provided under this Agreement as an independent contractor; and nothing contained herein shall in any way be construed to constitute the Participant, its officers, employees, agents, or subcontractors to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of Kansas.

**ARTICLE IV. NO ASSUMPTION OF LIABILITY**

The City shall neither be responsible nor incur any liability for the actions, inactions, omission, or commissions of the Participant or any of its officers, employees, or agents in performing under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first written.

**PARTICIPANT:**

\_\_\_\_\_  
(Type or Print)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Date: \_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Zip

**PHONE:**

\_\_\_\_\_

EMAIL: \_\_\_\_\_

**APPROVED BY PARK & RECREATION SUPERINTENDENT**

\_\_\_\_\_ Date: \_\_\_\_\_

**PHONE:**

\_\_\_\_\_ (316) 268-4361 \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Date

\_\_\_\_\_  
PARK AND RECREATION DIRECTOR

\_\_\_\_\_  
Date

**Park and Recreation Department Use Only**

Matching Grant rate \$6/hr/person \_\_\_\_\_