



KEY PEN PARKS ADOPT-A-PARK PROGRAM APPLICATION

Contact Information

Name of Organization/Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Point of Contact: _____

Email Address: _____

Phone Number: _____

Estimated Number of Volunteers: _____

Park to Adopt

- | | | |
|---|---|---|
| <input type="checkbox"/> Gateway Park | <input type="checkbox"/> 360 Trails Section | <input type="checkbox"/> Volunteer Park |
| <input type="checkbox"/> Key Central Forest | <input type="checkbox"/> Home Park | <input type="checkbox"/> Maple Hollow |
| <input type="checkbox"/> Rocky Creek | <input type="checkbox"/> Taylor Bay | <input type="checkbox"/> Minter Creek |

For "360 Trails Section" option only

Name of Requested Trail to Adopt: _____

Name to Appear on Recognition Sign: _____

I certify that I have read and understand the Adopt-a-Park Commitment and the attached guidelines and expectations. I understand that this document acts only as an application and proposal of park adoption and not as an agreement of terms.

Signature: _____

Printed Name: _____

Date: _____

FOR ADMINISTRATIVE USE ONLY

Date Received: _____ Received By: _____

Approved Denied Assigned Park/Trail: _____

Agreement Signed Hold Harmless Signed Insurance Received

KEY PEN PARKS
ADOPT-A-PARK PROGRAM GUIDELINES AND EXPECTATIONS

Definitions

Adopted Section: The Park in which the Volunteer Group has agreed to control litter and, if applicable, conduct other improvements or clean-up activities approved by Key Pen Parks.

Adopt-A-Park Agreement (adoption agreement): Contractual agreement entered into and signed by a Key Pen Parks representative and the Volunteer Group's Representative (Group Leader) authorizing the group to participate in the Adopt-A-Park Program, setting the terms and conditions for that participation, and assigning a Park to the group.

Clean-up Event: Period when a volunteer group is removing litter and, if applicable, conducting other improvement or clean-up activities, in participation with the Adopt-A-Park Program.

Hazardous Materials: Items that may be found in the Park which may potentially cause injury. Hazardous materials include, but are not limited to, petroleum products, chemicals, paints, solvents, propane tanks, gas canisters, car batteries, vehicle parts, appliances, heavy objects, dead animals, broken glass, needles, drug paraphernalia, and unidentified containers.

Parent/Guardian Informed Consent Form: Form signed by the legal parent or guardian of a minor volunteer (less than eighteen years of age), which informs the parent/guardian and volunteer of the risks associated with participation in the program, and in which the parent/guardian grants permission for the minor to participate in the program and agrees to hold Key Pen Parks harmless for any liability or damages resulting from participation in the program.

Participant Roster: Form completed by the Volunteer Group, which reports the completion of a Clean-Up Event, names of participating volunteers, hours worked, quantities of litter collected, and other relevant information.

Program Coordinator: Key Pen Parks employee who manages the program and provides liaison and support between Key Pen Parks and the Volunteer Group's Leader and Volunteers.

Recognition Sign: Placard fabricated and installed by Key Pen Parks, which includes the Adopt-A-Park Program logo and the name of the Volunteer Group completing the clean-up events for their adopted section.

Registration Form: Form signed by an adult volunteer (eighteen years of age or older), which informs the volunteer of the risks associated with participation in the program and their responsibility to conduct clean-up activities in a safe manner, and in which the volunteer agrees to accept the risks and hold Key Pen Parks harmless for any liability or damages resulting from participation in the program.

Volunteer: Person acting on their own behalf participating in the Adopt-A-Park Program,

Volunteer Organization/Group: Person or persons who have agreed to adopt a Park under the program.

Policies and Procedures

1) Program Eligibility

- a. Volunteer organizations/groups are eligible to participate in the Adopt-A-Park Program if Key Pen Parks is satisfied that the group will fulfill its obligation under the program in a safe and responsible manner and if there is an available Park which can be safely assigned to the group.
- b. Volunteer groups eligible to participate in the program may be individuals, families, civic and non-profit organizations, churches, service clubs, other organizations, and volunteers from commercial and private enterprises.
- c. A volunteer group is not eligible to participate in the program if its name:
 - i. Endorses or opposes a particular candidate for public office;
 - ii. Advocates a position on a specific political issues, initiative, referendum, or piece of legislation; or
 - iii. Includes a reference to a political party.
- d. Volunteer groups that have been denied participation in the program due to a lack of compliance with a previous adoption agreement shall not be eligible to participate for a period of five years following the termination of the previous agreement.
- e. Each volunteer group must have a designated Representative/Group Leader who functions as the group's primary liaison with Key Pen Parks. The group leader must be an adult (eighteen years of age or older).

2) Minors

- a. All volunteers shall be thirteen years of age or older.
 - i. Youth organizations are eligible for exemption from this rule. Please contact the Key Pen Parks office to verify eligibility.
- b. Volunteers under the age of eighteen shall have a Parent/Guardian Informed Consent Form completed before participating in any program activity.
- c. For every eight volunteers under the age of eighteen participating in a clean-up event, there shall be one adult supervisor (eighteen years of age or older).

3) Adopt-A-Park Agreements

- a. The program requires a two-year commitment from volunteer groups. Adoption agreements will normally run for a minimum of two years. Key Pen Parks may, at its discretion, allow agreements that run for fewer than two years.
- b. After the initial two-year commitment has been fulfilled, a volunteer group will be considered active until the group requests to end their participation in the program or ceases to fulfill their responsibilities under the program.
- c. If a volunteer group appears to have ceased to fulfill their program responsibilities, the program coordinator will try to contact the group leader by the phone number or email address provided in the original application. If the group does not contact the coordinator within thirty (30) days of the date of the phone message or email, the adoption agreement will be terminated, and the group's recognition signs removed. The signs will remain the property of Key Pen Parks.
- d. Volunteer groups shall provide, at a minimum, litter control for adopted sections. Key Pen Parks may authorize, at its discretion, additional responsibilities such as maintaining

extraneous vegetation, controlling weeds, graffiti removal, and other improvement or clean-up activities.

- e. Volunteer groups shall submit a written proposal to Key Pen Parks for any improvement or clean-up activity proposed in addition to litter control. The proposal should include a complete description of the activity proposed, materials and techniques to be used, and a schedule of work detailing all aspects of the proposal. Key Pen Parks may require the group to prepare a plan or sketches to adequately describe the scope and detail of work.
 - f. Key Pen Parks may, at its discretion, temporarily suspend an adoption agreement because of maintenance or construction in an adopted section. Key Pen Parks will notify the group leader of the suspension. After these activities are completed, Key Pen Parks will restore the agreement and notify the group leader.
- 4) Adopted Parks
- a. Adopted Parks shall be Key Pen Parks parks.
 - b. Adopted Parks will be assigned on a first-come first-served basis. If a Park has already been adopted by a group, it is not eligible for adoption by another group.
 - c. Adopted Parks are not necessarily the whole Park but can be based on the discretion of Key Pen Parks.
- 5) Adopting More Than One Park
- a. Volunteer groups that are currently fulfilling the responsibilities of an existing adoption agreement may be allowed to adopt additional Parks at the discretion of Key Pen Parks.
 - b. If there is a high demand for adoption of Parks in a particular area, preference will be given to interested volunteers that do not yet participate in the program to maximize opportunities for public participation and community service.
- 6) Frequency of Clean-up Events
- a. Volunteer groups shall clean-up their adopted park at least four (4) times per calendar year. If a group has more than one adopted Park, each Park must be cleaned-up at least four (4) times per calendar year.
 - b. Additional clean-ups should be completed as needed to maintain a neat appearance.
- 7) Volunteer Group Leader
- a. The Group Leader shall sign the Adopt-A-Park Agreement and act as the Volunteer Group's primary liaison with Key Pen Parks.
 - b. The Group Leader is responsible for:
 - i. Ensuring that the Volunteer Group complies with the provisions of the adoption agreement and the program's safety guidelines and other rules;
 - ii. Attending any Key Pen Parks'-provided safety training;
 - iii. Ensuring that each volunteer receives the appropriate training;
 - iv. Making sure that each volunteer receives, and reviews safety training materials and aids provided by Key Pen Parks before participating in any program activities;
 - v. Organizing and scheduling clean-up events;
 - vi. Ensuring that clean-up events are conducted in a safe manner;
 - vii. Ensuring that each adult volunteer (eighteen years of age or older) completes the Registration Form before participating in any program activity;

- viii. Making sure that each volunteer under the age of eighteen has completed Parent/Guardian Informed Consent Form before participating in any program activity;
 - ix. Filing all required reports and forms with the Program Coordinator; and
 - x. Reporting any injuries incurred by volunteers during clean-up events to Key Pen Parks and communicating with the Program Coordinator as necessary to ensure smooth conduct of the program.
- 8) Recycling
 - a. Recycling is encouraged, but not required.
- 9) Illegal Signs in Right-of-Way
 - a. Volunteers shall not remove any signs found in the right-of-way.
 - b. Volunteers should report the location and description of any signs they suspect to be illegally placed in the Park.
- 10) Program Support
 - a. Key Pen Parks will provide:
 - i. A standardized application form, registration form, and adoption agreement;
 - ii. Safety training for group leaders;
 - iii. Safety training materials and aids for the Volunteer Group to use in training volunteers;
 - iv. Safety equipment and supplies for clean-up events; and
 - v. Staff support for the program.
- 11) Recognition Signs
 - a. Recognition signs shall follow a standard design, including size and color, selected by Key Pen Parks. The standard design will include the name of the Volunteer Group and the Adopt-A-Park Program logo. Adjustments to the standard design will not be accommodated.
 - b. Recognition signs shall only include the name of the Volunteer Group or similar identifier. Signs shall not include addresses, phone numbers, email or websites, pictures or other images, or logos, except for the Adopt-A-Park Program logo/Key Pen Parks logo.
 - c. Signs will typically be placed in a prominent location within the park. Sign location shall be determined by Key Pen Parks.
- 12) Hazardous Materials
 - a. Volunteers shall not handle hazardous materials or materials they suspect to be hazardous (see list in definitions section).
 - b. Volunteers who encounter anything they suspect to be hazardous must not touch it or pick it up but must take appropriate precautions and report the location and description of the material to Key Pen Parks.
- 13) Park Alterations
 - a. Volunteer Groups are to not make any permanent changes or improvements to the Park (construction or adding amenities).
- 14) Insurance
 - a. The Organization shall carry throughout the length of this Agreement, Comprehensive General Liability Insurance (with endorsements) with limits of not less than:

- i. Bodily Injury Liability: \$1,000,000.00 each occurrence; \$2,000,000.00 each aggregate
 - ii. Property Damage Liability: \$1,000,000.00 for each occurrence; \$2,000,000.00 each aggregate.
- b. Said insurance shall name Key Pen Parks as an additional insured for this Agreement. Such insurance as is carried by the Organization shall be primary over any insurance carried by Key Pen Parks. Evidence of said insurance shall be presented to Key Pen Parks or successor for approval at least one week prior to vending at the Property.

15) Indemnification Agreement

- a. The Organization shall hereby agree to defend, indemnify and hold harmless Key Pen Parks, its agents, employees, and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the Organization, the Organization's employees or third parties on account of personal injuries, bodily injury, death, or damage to property arising out of the acts or omissions of the Organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the District. It is further provided that no liability shall be attached to Key Pen Parks by reason of entering into this Agreement, except as expressly provided herein.

16) Rules and Regulations

- a. The Organization and event attendees shall adhere to all rules and regulations of Key Pen Parks at the Property, whether explicit or implied. www.keypenparks.com/park-rules.