

ADOPT-A-PARK AGREEMENT
Between the
City of Richland and _____

This Agreement is made and entered into this ____ day of _____, 2018 (“execution date”) between the **City of Richland**, a Washington municipal corporation (“City”), and _____ in his individual capacity (“_____”). City and _____ are referred to individually herein as a “Party” and collectively herein as the “Parties.”

I. Recitals

WHEREAS, the City of Richland, through adoption of Resolution 53-98, created an Adopt-a-Park Program to enhance community involvement in park beautification and maintenance activities; and

WHEREAS, _____ wishes to contribute toward the effort of park maintenance and beautification for the enjoyment of park users.

Now, therefore, in exchange for good and value consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

II. Agreement

A. Term. The term of the agreement shall be for a period of four (4) years beginning on the date of execution identified above.

B. Location. This agreement authorizes _____ to maintain landscaping within the _____ Park at the location identified in Attachment A (the “Premises”).

C. Responsibilities of the Parties.

1. _____. During the term of this Agreement, _____ shall:

- a. At _____’s sole cost, maintain all landscaping identified in Attachment A, including provision of irrigation water.
- b. Modify existing landscaping only with City’s prior written approval.
- c. Promptly dispose of all debris generated from _____’s maintenance efforts in a proper manner and at a permitted location

2. City of Richland. During the term of this Agreement, City shall:

- a. Furnish and install an ADOPT-A-PARK sign bearing _____’s name. The sign will be installed at a location agreed to by both Parties. City shall exercise sole design control over the sign’s size and appearance.

b. Refrain from applying chemical spray on the Premises.

D. Special Conditions.

1. Injuries sustained by any participants during adopt-a-park activities must be immediately reported to the City.
2. 9-1-1 (emergency dispatch) shall be immediately contacted in the event of any emergency during an adopt-a-park activity.
3. All participants engaged in adopt-a-park activities must be directly and actively supervised. All minor participants (under 18) must be supervised by a legally responsible adult.
4. Waivers must be obtained from all adopt-a-park activity participants prior to commencement of an adopt-a-park activity. A waiver form will be provided by the City.

E. Termination. This agreement may be terminated by either party without cause upon thirty (30) days' written notice; Provided, however, that any failure by _____ to comply with any part of this Agreement may result in the immediate termination of this Agreement at City's election and without notice. Any waiver by City of a violation of this Agreement shall not be deemed to become a waiver of any other violation which may occur. Upon termination, the Adopt-A-Park sign shall be removed and remain the property of the City.

F. Maintenance and Improvements. The City may suspend this Agreement temporarily due to construction or maintenance in the assigned area. Approved improvements constructed by _____ shall become and remain the property of the City. City may, in City's discretion, direct removal of all unauthorized improvements at _____'s sole expense. Notwithstanding the expenditure of time, money or labor by _____ on any improvements on the Premises, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of _____. _____ shall expend any time, money or labor at his own risk and peril.

G. Disclaimer of Liability. At all times during this agreement, _____ assumes sole responsibility for adequately securing his own property on the Premises. City assumes no responsibility for providing adequate security or safekeeping of _____'s property while located on the Premises. Further, the City makes no representations, express or implied, related to the security of the Premises.

H. Indemnification; Hold Harmless. _____ agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, or injury, during work associated with this Agreement, including environmental damage, injury to, or death of any person, arising from _____'s

operation, use of or improvements on City property. The City shall give _____ prompt and timely notice of any claim made or suit instituted which in any way affects _____, and _____ shall have the right to compromise and defend the same to the extent of its own interest. Any final judgment rendered against the City for any cause for which _____ is liable hereunder shall be conclusive against _____ as to liability and amount.

- I. Notification. Whenever either party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other Party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland	Name
Parks & Public Facilities Director	Address
505 Swift Blvd, MS-06	City, State, Zip
Richland, Washington 99352	email
jschiessl@ci.richland.wa.us	

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

- J. Severability. If any provision of this agreement conflicts with applicable law or its application is found to be invalid, the remainder of this agreement shall not be affected and to this end, the terms of this agreement are declared to be severable.
- K. Entire Agreement. This agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither party shall be liable to the other for any representations made by any person concerning the premises or regarding the terms of this agreement, except to the extent that the same are expressed in this agreement.
- L. Assignment/Successors. _____ may not assign any rights or field use under this agreement without City's written consent. Any assignment made without City's consent is null and void, and does not relieve _____ of any liability or obligation hereunder.
- M. Construction of Agreement; Governing Law. Each party has had a full and complete opportunity to review this agreement, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this agreement. The laws of the State of Washington shall control the interpretation of this agreement, and the venue of any suit regarding this agreement shall be in the Superior Court of Benton County. _____ expressly consents to personal jurisdiction in Benton County, Washington.

N. Independent Contractor. The Parties agree that this is not a contract of employment. _____ is an independent entity with respect to the business hereunder. Nothing in the agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Any assistants or other resources used by _____ are and shall be deemed the employees or volunteers of _____, and in no manner employees of City.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the date first written above.

CITY OF RICHLAND

CYNTHIA D. REENTS
City Manager

By: _____
Its: _____

ATTEST:

MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

ATTACHMENT A

