



Adopt-A-Trail Program Agreement

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the City of Raleigh Parks, Recreation & Cultural Resources Department and the

Citizen volunteer, _____.

WITNESSETH

WHEREAS, the City of Raleigh has the responsibility for landscaping and general maintenance

Of _____, Raleigh, North Carolina:

WHEREAS, the city of Raleigh Parks, Recreation & Cultural Resources Department encourages public participation and support in landscaping and maintaining public parklands; and

WHEREAS, the Citizen Volunteer has through past action and/or expressed interest, assisted the City of Raleigh Parks, Recreation & Cultural Resources Department with landscaping and maintenance of; and

WHEREAS, both the Citizen Volunteer and the Department desire to establish a mutually beneficial relationship, hereby enter into an agreement regarding their respective responsibilities for landscaping and maintenance of the designated parkland as follows:

TERMS OF AGREEMENT

1. TERM: this agreement shall commence on the date of acceptance by both parties and shall expire one year from the date of execution. This agreement may be terminated by the Department if it is determined that the Citizen Volunteer has failed to abide by the terms of the agreement. This contract can be terminated by either party upon written notification thirty (30) days prior to the proposed date of termination.

The Agreement can be renewed annually through the Renewal Agreement Form.

2. DESCRIPTION: this agreement shall pertain only to the designated as described below. No work by the citizen volunteer shall occur in any other City parkland without prior approval of the Department.

Designated Area

Citizen Volunteer Adopted Trail Segment Work Program

The following tasks will be completed quarterly as part of this program:

- a) Litter and Debris Removal: pick up litter and debris along trail corridor.
Place materials in receptacles if available, otherwise bag materials and place bags and other collected debris just off trail for collection by Department staff.
- b) Tree Condition Assessment: Check trees for broken limbs, trunk damage and/or decay, cavities, lightning damage, etc. Note any split or leaning trees. Report any hazardous conditions to the Department immediately for follow-up action.
- c) Trail Maintenance (Paved Trail Segments Only): Inspect paved trail surface and report any potholes, surface cracking, settling or other unusual conditions.
- d) Bridge Inspection: Inspect bridges/boardwalks for damaged deck boards, handrails and other components. Report immediate hazards and/or vandalism to the Department for immediate follow-up action.
- e) Trail Amenity Inspection: Inventory and inspect condition of any trail amenities located within the adopted trail segment. Report needed repairs or replacement to the Department.

3. CITY OF RALEIGH PARKS, RECREATION & CULTURAL RESOURCES

DEPARTMENT EXPECTATIONS: the following shall apply to the department's responsibilities to the Citizen volunteer's adopted park/trail.

- a) The Department will maintain turf, trees, structures, facilities, landscaping, and other elements within the park that are not included in this agreement.
- b) If this agreement is terminated, the Department will assume maintenance of areas landscaped by the citizen volunteer as previously maintained.
- c) The Department shall purchase and install one Adopt-A-Trail sign with name of adoptee and place at a location on designated trail agreed upon by both parties. In order to preserve the beauty of the greenway trail only one sign per adoptee will be installed regardless of number of trails or miles adopted.

RELEASE AND INDEMNITY

WHEREAS, the undersigned has requested to work upon property belonging to and under the auspices of the City of Raleigh, North Carolina; and

WHEREAS, the undersigned agrees to do so at his own risk and recognizing the possible and inherent danger to his person or property resulting there from; and

WHEREAS, the City of Raleigh does not wish to be liable for any damages arising from personal injury or property damage sustained thereby;

NOW, THEREFORE, In consideration of mutual promises and other good and valuable consideration, the undersigned does hereby for himself and personal representatives:

- A. Assume full responsibility for any personal injury or any damage to his property, which may occur, directly or indirectly, in the course of landscaping or maintaining the designated areas as described above.
- B. Fully and forever release, and discharge the City of Raleigh, its agents and employees, from any and all claims, demands, rights of action or cause of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above-described activity.
- C. Agree that it is the intent of the undersigned that this Release and Indemnity Agreement shall be in force and effect any time after the execution hereof.

EXECUTION

The parties hereby agree by their signatures to the terms of this agreement as stated above:

Volunteer Name (Printed)

Volunteer Signature

Date

Volunteer Email

Volunteer Phone

Authorized Department Signature/Title

Date