

LOCATION ADOPTION PROGRAM APPLICATION AND AGREEMENT

Parks, Recreation and Tourism Adoption Programs

- Adopt-A-Park
- Adopt-A-Spot in a Park
- Special Projects (One-Time Litter Cleanups/Beautification)

Public Works Adoption Programs

- Adopt-A-Highway (Roadway)
- Adopt-A-Garden
- Adopt-A-Drain

Date of Request: July 27, 2022

Adopting Group or Individual: Tunbridge Station Civic League

Exact Name to Appear on Sign:
Tunbridge Station Civic League

Primary Group Contact: Robert Mulvihill

Address: P.O. Box 15526
Chesapeake, VA 23328-5526

Phone: 757-650-1384 **Fax:** _____

Email: tscivicleague@gmail.com

Secondary Contact: Amanda Ziegenfuss

Secondary Phone: 757-636-0448

Secondary Email: am.burleson@yahoo.com

Type and Size of Organization: Civic League

Profit or Non-Profit: Non-Profit

Availability / Proposed Date(s) for Special Projects:
We (TSCL) maintain year round.

Tasks to be performed / frequency:

- Picking up Trash and Litter: _____
- Sweeping Courts, Pathways, Sidewalks: _____
- Collecting Brush: _____
- Weed Eating/Trimming: _____
- Making Minor Repairs: _____
- Clearing Debris Near Storm Drains: _____
- Removing Graffiti: _____
- Landscaping, Mulching, Raking: _____
- Planting Flowers, Weeding, Pruning: _____
- Reporting of Any Unsafe Conditions/Maintenance Needs: (every visit as necessary)
- Other: Seasonal decorations

In order to enhance the environment and the appearance of our community, we/I the undersigned request permission to adopt or perform a special project at the following location:

Location (i.e. park roadway): Community Entrance Median at Downing Drive and Back Road & four (4) rounds in cul-de-sac's

Address: Downing Drive and Back Road

I have read the overview, conditions and guidelines pro-vided by the City of Chesapeake and agree to all terms. I also agree to complete all necessary forms and comply with all current and future regulations as promulgated by the City.

Authorized Signature: Robert Mulvihill

Date: August 2nd, 2022

For inquires about Adopt-A-Park and Adopt-A-Spot in a Park





Department of Parks, Recreation and Tourism
 1224 Progressive Drive
 Chesapeake, VA 23320
 Email: SpecialPrograms@CityofChesapeake.net

Fax: (757) 277-9365

For more information please call:
 (757) 382-6411

For inquires about Adopt-A-Highway, Adopt-A-Garden and Adopt-A-Drain





Department of Public Works
 306 Cedar Road, Third Floor
 Chesapeake, VA 23322
 Email: jabrown@CityofChesapeake.net

Fax: (757) 382-6310

For more information please call:
 (757) 382-6101

OVERVIEW

Adoption programs promote community involvement in maintaining and beautifying our City and instill a sense of pride for parks and public spaces through volunteerism. A secondary benefit is the creation of a safe, clean, and well-maintained environment for all to enjoy! The programs encourage the participation of civic leagues and alliances, businesses, schools, churches, local service groups, sports associations, youth organizations and scout troops, etc., (hereafter referred to as "Volunteer Group") to perform various tasks on a regularly-scheduled basis from date of signed contract through the end of the calendar year. The "special projects" are designed for Volunteer Groups that would like to perform specific work on a project-only basis (examples would be trash/litter pickup and beautification projects such as planting, mulching and weeding). Volunteer Groups may renew the agreement each calendar year.

The Parks, Recreation and Tourism Department coordinates the Adopt-A-Park and Adopt-A-Spot in a Park programs. These adoptable areas are in City of Chesapeake Parks, and around community centers and libraries. At this time, adoption of Municipal Center, Deep Creek Park, Western Branch Park, City Park, Elizabeth River Park and Oak Grove Lake Park are not permitted; as these areas are well maintained by City staff and volunteers. However, litter cleanups may still be permitted at these locations. Adopt-A-Park allows organizations to clean an entire park, while Adopt-A-Spot in a Park allows for the care of a section of a park. The overall program encourages adoption of smaller, neighborhood parks.

The Public Works Department coordinates the Adopt-A-Highway, Adopt-A-Garden and Adopt-A-Drain programs. Organizations who Adopt-A-Highway choose a stretch of available roadway to pick up litter at a minimum of every quarter. The Adopt-A-Garden program is a great opportunity for landscape companies and other organizations to select a roadside or intersection garden to plant and maintain. Groups must submit a garden plan and upon approval, are advised to visit the garden monthly. Those who wish to Adopt-A-Drain will help keep pollution out of our waterways by monitoring storm drains and safely clearing litter and debris.

What are the requirements and the benefits?

By adopting a location, your Volunteer Group agrees to visit that area a minimum of 4 (four) times per year to help clean and maintain the area and make notes of any condition that requires the attention of the City maintenance staff. Through your efforts, your group helps to keep City facilities clean and maintained. It also allows City maintenance personnel more time to focus on major replacement and repair work, special events and other improvements that benefit all residents and visitors of Chesapeake. Most importantly, your Volunteer Group will be able to take pride in the fact that you will be helping to keep Chesapeake one of the most desirable places to live in the country.

What are typical tasks to be performed?

The type of cleaning and maintenance activities to be carried out can vary by location, but the following activities are generally and typically involved:

- Picking up litter
- Sweeping courts and pathways
- Collecting brush
- Weed eating, trimming
- Making minor repairs
- Clearing debris near storm drains
- Removing graffiti
- Shrubs and landscapes, mulching
- Reporting vandalism and unlawful activities
- Reporting unsafe conditions and major maintenance needs

Volunteer Groups may contact the appropriate department for trash bags, gloves, litter grabbers, safety vests, and other supplies/equipment needed to maintain an adopted location.

How will My Efforts be Recognized?

Adopting and caring for your location builds a positive image for your organization. The City of Chesapeake will have a name plate and adoption sign made identifying the Volunteer Group and erect it at the adopted area.

OVERVIEW CONTINUED

What are the Program Procedures?

A Volunteer Group interested in a program or project must complete the application and agreement and return it to respective program coordinators. Assistance in selecting an areas is available. Once completed and returned, documents will be reviewed for eligibility and safety. The application and agreement must be approved before any tasks are performed by the Volunteer Group.

SCOPE OF SERVICES

- The City will coordinate, review and approve the proposed adoption areas. The application can not be approved if there is a question of safety or health risks. Upon approval of application, a volunteer group/individual participating in either adoption or special project programs agrees to complete an Adoption/Project Agreement.
- Any local neighborhood or civic league, community organization, or business will be considered for adopting a location or performing a project. Only individuals 18 years or older may lead any adoption program.
- Group members less than 18 years of age must be supervised by an adult. Large groups should be divided into teams of eight or fewer members.
- All volunteers agree to obey and abide by all City of Chesapeake rules, codes, regulations, ordinances, etc. Volunteers agree they are performing services/tasks on an uncompensated basis.
- A sign noting the program and the participant's name will be installed at the location by City staff after the group or individual performs at least two cleanups/projects and turns in all required paperwork.
- Participants in the adoption programs are required to adopt for a minimum of one year with a minimum of four (4) visits per year and are encouraged to schedule at least one events to coincide with the Great American Cleanup.
- Participants hereby agree to not perform any permanent installations (e.g. retaining walls, permanent signs, flagpoles or other rigid structure, etc.) without express written approval from the program coordinator on behalf of the City.
- **Specific to Tunbridge Station Civic League: no permanent monuments, flagpoles, or other devices requiring excavation or accessing the ground to install base, foundation or other structural support are permitted due to the presence of various City and private infrastructure beneath the media (i.e. sewer force main, stormwater drainage pipes, water distribution nodes, electrical and utility infrastructure.) However, the Volunteer Group may affix a flagpole to the brick subdivision sign, as long as the flagpole installation does not disturb the ground beneath. The Volunteer Group will be responsible for any damage or injury caused by dislodgement or failure of this flagpole and affixed devices.**

By my signature below, I confirm that I have read and agree to the above conditions.

Applicant Signature: _____

Date: _____

INTRODUCTION

This ADOPTION AGREEMENT (hereafter referred to as the "Agreement") made and entered into on this 3rd day of August, 2022 by and between the City of Chesapeake Parks, Recreation and Tourism Department or Chesapeake Department of Public Works (hereafter referred to as "Program Coordinator"), 306 Cedar Road, Chesapeake, Virginia 23322 and Tunbridge Station Civic League (hereafter referred to as the "Volunteer Group") a corporation, business, civic organization, church, individual, etc. Hereafter, the City and the Volunteer Group shall be referred to collectively as the "Parties."

WHEREAS, Program Coordinator is promoting programs to encourage Volunteer Groups to provide care and maintenance necessary for the upkeep of city neighborhood parks and public areas, and;

WHEREAS, it has been deemed in the best interest of Program Coordinators to enter into an Agreement with the Volunteer Group setting forth the respective duties and terms and conditions thereof;

ARTICLE I—VOLUNTEER RESPONSIBILITIES

1. The Volunteer Group shall provide services, tasks and contributions set forth in Scope of Services.
2. The Volunteer Group may retain services of landscaping contractors to perform mowing, mulching, and landscaping maintenance on the island. However, the Volunteer Group will be held responsible for any damage caused to the City's infrastructure due to the actions of said contractors working on their behalf.
3. The Volunteer Group may retain services of an irrigation contractor to install and maintain in good working order the sprinkler system in the median. However, the Volunteer Group will be held responsible for any damage caused to the City's infrastructure due to the actions of said contractors working on their behalf.
4. The services outlined in Scope of Services may be revised by mutual written agreement by the Parties.
5. All services and tasks performed under this Agreement shall be performed on an uncompensated basis by the Volunteer Group.
6. All volunteers in the Volunteer Group agree to read and abide by the Safety Guidelines accompanying this Agreement.
7. All volunteers in the Volunteer Group agree to obey and abide by all park rules, as well as all codes, regulations, ordinances, etc., of the City of Chesapeake.
8. All volunteers who perform services and tasks covered by this Agreement shall not be considered employees of the City of Chesapeake. Accordingly, the City of Chesapeake is not responsible or liable for any injury or any other claim, expenses, or losses sustained by volunteers while engaged in any activity covered by this Agreement.
9. The authorized representative of the Volunteer Group shall be responsible for prohibiting volunteers from either possessing or consuming alcoholic beverages and/or illegal drugs while on city property. Convicted felons and/or sex offenders are prohibited from participating in this Agreement.

ARTICLE II—PERIOD OF AGREEMENT

The period of this agreement is in perpetuity unless otherwise canceled by the Volunteer Group or the City of Chesapeake. The City of Chesapeake retains the right to cancel the agreement at any time, and retains the right to alter, remove or modify part or all of the adopted location effects based on maintenance, operational or safety needs as deemed by the City, and will not reimburse the Volunteer Group or replace items.

ARTICLE III—INDEMNIFICATION

The Volunteer Group, its employees, volunteers, successor and assigns, shall indemnify, defend, save and hold harmless, the Program Coordinator and the City of Chesapeake, its departments, employees, and officials from and against any and all claims, including claims for personal injury, death, property damage, or monetary losses, arising out of the negligent, grossly negligent or willful acts, or omissions committed by Volunteer Group, its employees, volunteers, successors or assigns in relation to this Agreement and its performance obligations set forth herein, to the extent permissible by law and without waiver of sovereign

ARTICLE IV—CITY RESPONSIBILITIES

The Program Coordinator agrees to provide the following;

1. Work with the Volunteer Group to determine the specific project or areas to be adopted, and services and tasks to be performed.
2. Provide professional advice and instructions as to means and methods best suited to perform the agreed upon services and tasks.
3. Place the Volunteer Group name on a name plate sign within the adopted location. Volunteer Group must perform agreed upon services on at least two separate occasions before signs will be ordered and installed.

ARTICLE V—CITY RIGHTS TO TERMINATE

If in the sole judgment of Program Coordinator it is found that the Volunteer Group is not meeting the terms and conditions of this Agreement, upon thirty (30) days' notice or a shorter time period if events warrant such, the Program Coordinator may terminate this Agreement. Furthermore, this Agreement may be modified in scope or altered in any manner at the sole discretion of Program Coordinator. The Program Coordinator reserves the right to modify or cancel the program at any time and for any reason at its sole discretion.

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

VOLUNTEER GROUP: Tenbridge Station Civic League

By: Robert Mulvihill

(Signature of Authorized Representative)

Robert Mulvihill

(Type or Print Name)



Approved by: JASON BROWN

(Type or Print Name)

Department: PUBLIC WORKS

Date: 8/8/2022

Department Use Only	Completed:	Date:
Application:	<input checked="" type="checkbox"/>	<u>8/8/2022</u>
Agreement:	<input checked="" type="checkbox"/>	<u>8/8/2022</u>
Tasks & Services:	<input checked="" type="checkbox"/>	<u>8/8/2022</u>
Safety Guidelines:	<input checked="" type="checkbox"/>	<u>8/8/2022</u>
Waiver:	<input type="checkbox"/>	_____

