**RESOLUTION R1314-15**

**A RESOLUTION ADOPTING THE CITY OF GOLD BEACH ADOPT-A-STREET/GROUNDS PROGRAM**

**WHEREAS:** A volunteer group has requested to "adopt" a street as part of their volunteer program; and

**WHEREAS:** They City did not have a mechanism to facilitate the "street or grounds adoption" by interested volunteer groups; and

**WHEREAS:** The City is desirous to allow this valued community volunteer opportunity.

**NOW, THEREFORE BE IT RESOLVED** that the Gold Beach City Council hereby adopts the City of Gold Beach Adopt-A-Street/Grounds Program attached to this Resolution as Exhibit A. The City Council further authorizes the Gold Beach City Administrator or their designee to take all actions necessary or convenient to implement the adopted City of Gold Beach Adopt-A-Street/Grounds Program.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, and EFFECTIVE THIS 27th DAY OF MAY, 2014.

APPROVED BY:

Karl Ropoff, Mayor

ATTEST:

Candy Cronberger, City Recorder

**City of Gold Beach**
**Adopt-A-Street/Grounds Program**

## Purpose

The purpose of the City of Gold Beach Adopt-A-Street/Grounds program is to provide volunteers with an opportunity to serve as community caretakers, pick up litter, remove noxious weeds, and improve the appearance of city streets and city-owned grounds.

## Scope

Any volunteer group, identified as "Adopter" by these rules, may adopt a street/grounds or a portion of a street/grounds for the purpose of picking up litter, removing noxious weeds and other work activities agreed to by the Adopter and the City.

## Definitions

As used in this these rules, the following definitions will apply:

(1) "Adopter" means the individual or individuals, corporation, company, firm, business, partnership, or public agency that applies to the Adopt-A-Street/Grounds program and with whom an Agreement is made.

(2) "Agreement" means a fully executed Agreement between the City and the Adopter that incorporates the requirements of these rules allowing Adopter and its Participants to perform activities listed in a Work Plan. An Agreement shall be in a form approved by the City and shall include all attached provisions and exhibits. An Agreement does not convey any property right or interest.

(3) "City" means the City of Gold Beach.

(4) "City Administrator" means the City Administrator for the City of Gold Beach or the City Administrator's designee.

(5) "Participant" means the individual actually performing work on a street or grounds pursuant to an Agreement.

(6) "Street/Grounds" means the properties dedicated to public use and identified as a city street or as city owned property.

(7) "Work Plan" means a series of work tasks agreed to by the Adopter and the City. A copy of the Work Plan shall be attached to the Agreement.

(8) "Work Site" means the area where the work is to be conducted.

## General Requirements

(1) The Adopter must apply in writing to participate in the Adopt-A-Street/Grounds program on a form provided by the City.

(2) The Adopter may indicate a preference for a particular street/grounds or section of street/grounds in the application; however, applications will be processed on a first-come, first-served basis. If the particular street/grounds or section of street/grounds requested by the Adopter has already been adopted, the City Administrator, in his or her sole discretion, may allow multiple adopters to adopt the same location or may suggest an alternate location for adoption.

(3) Once the location to be adopted has been determined, the Adopter and the City Administrator will meet to create a Work Plan. The Work Plan will consist of a series of work tasks, agreed to by both the Adopter and the City Administrator, to be completed by the Adopter during the term of the Agreement. The Work Plan may include dates or time lines for completion of the work tasks. A copy of the Work Plan will be attached to the Agreement. If at any time the Work Plan is amended, the updated version of the Work Plan will be attached to the Agreement.

(4) An Agreement will be executed by the Adopter and the City Administrator. The Agreement will list the specific requirements and obligations of the Adopter, its Participants, and the City. No work is to be done until the Agreement is fully executed. The Adopter should bring a copy of the Agreement to the Work Site when work is being performed.

(5) The term of the Agreement will be for a period not to exceed

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(6) Subcontracting or assigning work to any party other than a Participant, or hiring or paying a wage or salary for work done pursuant to the Work Plan is prohibited and may result in termination of the Agreement.

(7) The City Administrator may terminate an Agreement at any time and for any reason including, but not limited to: safety considerations; failure of the Adopter to perform the work described in the Work Plan; or failure of the Adopter to comply with provisions of the Agreement. Notice of termination may be issued orally or in writing.

(8) The Adopter may terminate the Agreement upon 30 days written notice to the City Administrator.

(9) An Adopter has the option of renewing the Agreement for subsequent terms subject to the approval of the City Administrator. A request for renewal of the Agreement must be made in writing, signed by the Adopter, and submitted to the City Administrator at least 30 days prior to the expiration date of the Agreement.

(10) Not less than 30 days after the effective date of any renewal of the Agreement, the City and the Adopter will meet to review and make any changes to the Work Plan.

(11) The Adopter shall not use the adopted street or grounds to display advertising signs or display or sell merchandise of any kind.

**Specific Requirements**

(1) Adopter and Participant Responsibilities:

(a) The Adopter will be responsible and liable for the care, control, supervision and safety of all Participants. The Adopter will obtain signed copies of the waiver form provided by the City from each Participant before the Participant performs any work tasks pursuant to the Agreement. The Adopter must submit the original signed waiver form to the City Administrator within five (5) business days of receipt of the form. The Adopter may wish to keep copies of the forms for its records.

(b) The Adopter and each Participant must comply with and abide by all laws, rules, and regulations relating to safety and use of the street/grounds and such other terms and conditions as may be required in the Agreement and the Work Plan. At the discretion of the City Administrator, the Adopter or individual Participants may be excluded from participation in the program and/or the Agreement may be terminated for violation of any laws, rules, or regulations, or the terms of the Agreement or the Work Plan.

(c) The Adopter will provide adult supervision at the work site by at least one Participant over 18 years of age. No person under 12 years old shall be allowed to participate.

(d) Within 24 hours of an incident, the Adopter is required to report to the City Administrator any injury suffered by an individual: 1) while performing work pursuant to the Work Plan; or 2) while present at the work site while work is performed pursuant to the Work Plan. Upon report of an injury by the Adopter, the City Administrator will provide the Adopter with an incident analysis report form which must be filled out and returned to the City Administrator within 24 hours.

(e) The Adopter agrees to indemnify, defend, and hold harmless the City of Gold Beach and its officers, employees, agents, and volunteers from and against any claim or demand for loss, liability, or damage, including claims for property damage and personal injury, arising out of or related to any activity undertaken by the Adopter or the Adopter's employees, officials, agents or volunteers on or near the premises of the Adopted Street/Grounds or in performance of the Work Plan attached as Exhibit A to the Agreement.

(f) Supplies, materials, and work area signs furnished by the City will be obtained from and returned to the City during regular business hours. The Adopter may furnish its own additional supplies for its exclusive use, at no cost to the City.

(g) The Adopter will be responsible for appointing or selecting a spokesperson to act as the representative of the Adopter in matters relating to the Agreement. The Adopter may change the spokesperson at any time by providing written notice of the change and contact information for the new spokesperson to City Administrator.

(h) The Adopter will be responsible for placing litter and noxious weeds in trash bags furnished by the City and for conducting other work activities as described in the Work Plan.

(i) Participants shall not perform any work in the traveled portion of any street.

(j) Participants shall not remove any material that might be hazardous, including: hypodermic needles, hazardous chemicals, batteries or items too heavy to be moved by hand. The location of these hazardous or heavy materials shall be reported to the City's Public Works Department.

(2) City Responsibilities:

(a) The City will remove and dispose of all waste collected and bagged by the Adopter.

(b) The City will furnish trash bags, and may furnish other tools and/or materials as deemed appropriate by the City and as provided in the Work Plan.

(c) The City will provide an orientation to the Adopter. The Adopter must schedule the orientation in advance with the City Administrator.

(d) The City may design, furnish and erect a sign on the adopted street/grounds with the Adopter's name or acronym displayed. The sign will remain the property of the City and will be removed by the City upon expiration or termination of this agreement. The acknowledgement sign is not intended as advertising or as a memorial; items such as an internet address, website, or telephone number will not be allowed. The Adopter's name may be verified with the Secretary of State's business name registry or other information available to the City.

(e) The City of Gold Beach shall not discriminate against or deny to any applicant permission to participate in the program because of race, color, religion, disability, national origin, familial status, marital status, genetics, sex, sexual orientation, gender, gender identity or expression, age, or veteran status.

(f) The Public Works Department will arrange for removal of large, heavy, or hazardous material and hypodermic needles from the adopted street/grounds.