



TOWN OF ITHACA

ADOPT-A-PARK, TRAIL, OR PRESERVE AGREEMENT

publicworks@townithacany.gov

Phone (607) 273-1656

The Town of Ithaca Public Works Department, having offices at 114 Seven Mile Drive, Ithaca, NY 14850, hereafter called the "Department" and

_____,
a neighborhood or community organization using the mailing address of _____,
_____, hereinafter called the "Organization", desire a more utilized, attractive, and litter-free neighborhood and community Park/Trail/Preserve and are entering into this Agreement to initiate and maintain the agreed upon improvements as well as to enhance the appearance of the Park/Trail/Preserve for the Town of Ithaca.

By signature below, the Organization acknowledges the potential risks of the activities involved and hereby agrees to the following terms and conditions:

1. Clean-up/maintain the agreed upon improvements of the assigned park, trail or preserve a minimum of two (2) times during any twelve (12) month period (preferably spring and fall).
2. Before first clean up or other work, participate in an orientation or training if necessary with the Town Parks Maintenance Manager (or designee) to understand proper maintenance procedures and potential dangers to limit risk of injury from natural or hazardous materials.
3. Work only during daylight hours and obey all park and trail regulations.
4. Notify the Town's Public Works Department by phone or email (above) at least one week prior to a major clean-up of the area where collected material may need to be picked up by Town Staff.
5. Place filled trash bags in areas designated by Town staff for pick up.
6. Require a minimum of two (2) people working together and use the buddy system on major work days.
7. Provide adequate supervision by at least one adult (over age 18) of clean up activity.
8. Take care not to trespass on adjacent private property or interfere with other users or activities going on at the park/trail/preserve.
9. Report vandalism or unsafe conditions to the Tompkins County Sheriff's department at (607) 257-1234 and problems or other concerns to the Public Works Department.

The Town of Ithaca's Parks Maintenance Manager may modify this list as needed to accommodate specific situations.



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The Organization will:

1. Organize and supervise all activities.
2. Require, organize and conduct a safety briefing before for all participants in the major field activity.
3. Pick up supplies and materials (hardhats, vests, and garbage bags) from the Public Works Department, as needed.

The Public Works Department will:

1. Make every effort to honor an organization’s request for a specific park/trail/preserve; but assignments will be made on a first come, first choice basis.
2. Upon request and suitable arrangement, provide safety vests, hardhats, appropriate gloves, and garbage bags.
3. Remove trash bags that have been left in the areas designated by Town staff for pick up.
4. Publicize the execution of this Agreement and highlight it at various periods thereafter.
5. Continue to apply its assets in the maintenance of the park/ trail/preserve.
6. Make every effort to provide a representative at the initial safety briefing.
7. Upon request and suitable arrangement, provide appropriate hand tools for use in controlling invasive species.

This Agreement shall be for a two (2) year period, commencing on _____ and terminating on _____.

Notwithstanding any other provision of this Agreement, and if in the sole judgment of the Department it is determined that the Organization is not meeting the terms and conditions of this Agreement, the Department may terminate this Agreement and take such other action as it deems appropriate upon thirty (30) days written notice to the Organization.

The Department recognizes _____ as adopting
(Organization)

(park/trail/preserve)



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The Organization agrees to fully defend, indemnify and hold harmless the Town, its elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney’s fees and costs), whether or not involving a third party claim, which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by the acts or omissions of Organization or Organization’s employees, agents or subcontractors, in connection with this Agreement. To the extent the Town is negligent; Organization’s duty to indemnify the Town shall not extend to the proportion of loss attributable to the Town’s negligence.

Name of Organization

Organization Representative Signature and Date

Organization Representative’s Printed Name and Title

Town of Ithaca Representative Signature and Date

Town of Ithaca Representative’s Printed Name and Title