

City of Stockton's Adopt-Our-City Program

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (M.O.U.) is made by and between the City of Stockton (CITY) and _____ (INDIVIDUAL/ORGANIZATION) for the

following programs: (check all that apply)

Adopt-A... Park____ Bicycle Trail____ Street____ Block____ Other____

The specific terms of this M.O.U. pertain to the services provided by INDIVIDUAL/ORGANIZATION at adopted site entered into this _____ day of _____, 2009, and will continue in force for a period of _____ or until canceled by either party.

I. Hours, Dates, and Service Description

Adopted site:

Date(s):

Service Description:

INDIVIDUAL/ORGANIZATION may provide graffiti removal services by cleaning or painting all surfaces as necessary. CITY will furnish all paint to perform graffiti removal; INDIVIDUAL/ORGANIZATION to provide all other materials and drop cloths for painting.

It is the responsibility of INDIVIDUAL/ORGANIZATION to provide the supplies necessary to pick up litter as outlined in this M.O.U. Service Description above.

INDIVIDUAL/ORGANIZATION is not allowed to use heavy equipment or power tools such as chain saws or tractors in performing services outlined in this M.O.U.

II. Recycling

The CITY would like to promote the recycling efforts of participating INDIVIDUAL/ORGANIZATIONS. INDIVIDUAL/ORGANIZATIONS who adopt sites are encouraged to recycle aluminum, glass, and paper products collected during litter pickup. Any funds received from recycling will belong to the INDIVIDUAL/ORGANIZATION.

III. Supervisory Personnel

INDIVIDUAL, or ORGANIZATION, shall provide the Parks and Recreation Department with the name of a responsible individual. This person shall be responsible for being present on the litter pickup days or for appointing substitute supervision. The supervisory person shall be affiliated with ORGANIZATION and be a responsible adult over the age of 21.

IV. Signage

The CITY shall post the adopted park, bike path, street or block with an appropriate sign designating the name of the INDIVIDUAL/ORGANIZATION participating at the site.

V. Indemnification

The CITY shall not be liable at any time for loss, damages, or injury to the person or property of any person at any time, occasioned by or arising out of any act or omission of INDIVIDUAL/ORGANIZATION, except that caused by the sole negligent act or omission of the CITY.

INDIVIDUAL/ORGANIZATION shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, demands, loss, or liability of any kind or nature which CITY, its officers, agents, and employees may sustain or incur or which may be imposed upon them or any of them for injury to, or death of, persons, or damage to property arising out of or in any manner connected with the negligence or lack of care of INDIVIDUAL/ORGANIZATION, its officers, agents, employees, or members through participation in the Adopt-Our-City Program. INDIVIDUAL/ORGANIZATION's staff and volunteers are not eligible to receive and are not covered by Worker's Compensation from the CITY through their participation in the Adopt-Our-City Program.

VI. Non-Performance of Services

Failure to perform the obligations as set forth in this M.O.U. in a satisfactory manner may result in the INDIVIDUAL/ORGANIZATION not being allowed to participate in future Adopt-Our-City Programs.

VII. Cancellation

This M.O.U. will remain in effect as stipulated above or unless terminated by either party by giving thirty (30) days written notice to either party to so terminate.

Name of Individual or Organization

Signature of Individual/Organization Representative

Date

Address/Zip

Phone No.

APPROVED BY:

Department Director

Date

Distribute copies to: Individual/Organization Department Files

Please return completed forms to:
City of Stockton Public Works Department
22 E. Weber Avenue, 3rd Floor
Stockton, CA 95202