



**FEATHER RIVER RECREATION & PARK DISTRICT**  
Parks & Facilities Committee Meeting  
March 16, 2021

**ACTIVITY CENTER**  
1875 Feather River Blvd.  
Oroville, CA 95965

## **AGENDA**

**Open Session 1:00 PM**

**This meeting will be available in-person at the Activity Center, with a call-in option.**

**Dial: (530) 212-8376; Conference Code: 603692**

*Written comments must be sent to [victoriaa@frrpd.com](mailto:victoriaa@frrpd.com) 1-hour prior to the meeting to be presented to the Board. If you need a special accommodation to participate in this meeting, please contact (530)533-2011.*

### **CALL MEETING TO ORDER**

### **ROLL CALL**

Vice-Chairperson Shannon DeLong  
Director Scott "Kent" Fowler  
General Manager Shawn Rohrbacker  
Interim Park Supervisor Brian Wilson  
Executive Administrator Victoria Anton

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENT**

The Committee will invite anyone in the audience wishing to address a matter not listed on the agenda, to state your name for the record and make your presentation. You are limited to three (3) minutes. *The Committee cannot take any action except for brief response.*

### **COMMITTEE ITEM(S)**

- 1. Facility Use Agreement with Lake Oroville Little League (Appendix A)**  
Staff has met with LOLL representatives to discuss revisions to our expired Facility Use Agreement. A draft of the new agreement and a list of LOLL requests will be reviewed.
- 2. 2021 Cleanup Event Schedule (Appendix B)**  
Feather River Cleanup September 18, 2021, "Trash Mob" Days, Re-launch of Adopt-a-Park: Community Beautification Program
- 3. Park Signage**  
Riverbend Park Hours, Adopt-a-Park, Disc Golf Courses
- 4. Upcoming Prop 68 Grant Opportunities**
  - a. Regional Park Program:
    - \$3 Million Maximum Request, No Match Requirement
    - Eligible applicants are limited to Counties, Districts and Non-Profit Organizations
    - The Regional Park Program focuses on the creation, expansion, or improvements to regional parks and regional park facilities.
    - The District would be a competitive applicant for this grant opportunity.

b. Rural Recreation and Tourism:

- \$3 Million Maximum Request, No match requirement for project locations with an annual income of \$57K or less
- Eligible applicants include cities, counties, and eligible districts.
- Rural requirements: Be in a county with a population below 500,000 people, and, in a city/town/census designated place that has a population below 50,000 people.
- The Rural Recreation and Tourism Program focuses on the creation of new recreation opportunities within rural communities to support health-related and economic goals.

**ADJOURNMENT**



## FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is executed on the date last set forth below opposite the parties' signatures by and between the Feather River Recreation & Park District ("District") and Lake Oroville Little League, a California non-profit corporation ("League") who desire to enter into this Agreement for the reservations, improvement, operation, and use by League of all Fields ("Fields"), Concession Stand ("Stand"), and Batting Cages ("Cages") located within Nolan Sports Complex owned by the District, and therefore agree as follows:

**Use of Fields.** Among all users of the Fields, League shall have the priority to reserve and use the Fields for the period from March 1<sup>st</sup> to July 31<sup>st</sup> of years 2021 and 2022. Each year, League shall submit to District a full and complete schedule of its intended uses (including times and dates of practices and games) of the Fields by February 20<sup>th</sup> for its acceptance. Once approved by the District, this schedule shall entitle League to use of the Fields and the dates and time indicated therein. Any and all changes, deletions and additions to a previously approved schedule shall be submitted to District as soon as possible but in no event later than three weeks prior to any desired change for District's approval, and once so approved, a new schedule shall be adopted by the parties.

No other request for use of Fields during the League season by any other organization, agency, or group shall be honored between March 1<sup>st</sup> and July 31<sup>st</sup> of each year which will interfere with the scheduled use of the all fields by Lake Oroville Little League. All other users of the fields during the regular League season shall be secondary to League. If a conflict of use arises, League shall have priority in accordance with its schedule approved by District.

**Use of Lights.** League will be issued 35 keys per season to access field lights to use during the approved schedule only. Operating the field lights outside of the approved schedule, or failure to turn off the lights at the agreed time, will result in a \$50 fee per occurrence and will be added to the Leagues remaining balance for that season. League is responsible for collecting and returning all keys issued by the District at the conclusion of each season.

**Use of Stand.** During the term hereof, League shall have exclusive use of the Stand and upstairs office. League agrees that it shall not utilize the Stand for serving any food or beverage until such time as it has obtained appropriate Health Department permits for such use. The Stand shall be maintained in good order and condition at the sole cost to the League.

**Use of Cages.** League shall have exclusive use of the Batting Cages during the regular season only. The Cages shall be maintained in good order and condition by the League during the regular season. District will have priority use of the cages outside of the League's regular season, and therefore be maintained in good order and condition by the District. If League desires to use the batting cages outside of the regular season, a schedule must be submitted at least two weeks in advance to the District and is subject to an approval process.

**Maintenance Standards.** League agrees to maintain the Fields and Stand in accordance with District's maintenance standards therefor as described in Exhibit "B" attached hereto and made a part hereof. League shall provide all materials, supplies, labor, and equipment necessary to accomplish said maintenance at no expense to the District.

To assure that the facilities are kept in good and safe condition for players and spectators, League shall immediately notify District upon its discovery of any such

hazardous conditions affecting the Fields or the Stand, and shall remove or remedy such condition. District also may, but is not obligated to, inspect the Fields and if it does so, it will submit any recommendations it may have to the League.

**District Maintenance.** District agrees that the Fields shall be in good condition and at the level of maintenance described in Exhibit "B" on March 1<sup>st</sup> of each year during the term hereof.

**Performance of Services.** Should League fail or neglect to properly perform any or all of its obligations under this Agreement, including without limitation its obligation to maintain the Fields and Stand pursuant to the requirements set forth in Exhibit "B" the District shall give written notice to League, and League shall have seven days from the date of said notice to perform the obligation or obligations that it has failed to perform. Thereafter, District may, but shall not be obligated to, perform such obligation or obligations, and if it does, League shall reimburse District for the fees and costs incurred by it in so doing within 15 days of its being billed therefor.

**Alterations, Additions & Improvements.** League agrees that should it desire to make any alterations or improvements to any facilities within the Nolan Sports Complex, it shall first obtain the written consent of District therefor. Any such alteration or improvement shall become property of the District upon expiration hereof, and be in accordance with all applicable Federal, State, and local laws and ordinances. Maintenance of any additional equipment, facilities and permanent improvements shall be agreed upon in writing prior to the installation or erection thereof. League agrees that complete plans and specifications for all such alterations and improvements shall be submitted to District for approval prior to any said item being installed or erected. All such alterations and improvements shall be completed in strict conformance to the approved plans and specifications thereof and shall be subject to County or City inspection and approval.

**Compliance.** League agrees to comply with all federal, state, or local laws or ordinances during its use, operation, maintenance and/or improvement of Fields, Stand and Cages. League may not authorize use of facilities, charge related fees, or contract with any other individual or organization to access the site.

**Payment.** In consideration for its right to use the Fields, League agrees to pay District regular rental fees as set by the Board of Directors (the "Fee"). This Fee shall be paid annually in three installments, as follows: March 1<sup>st</sup> - \$2,000.00, May 1<sup>st</sup> - \$2,000 and July 31<sup>st</sup> - remaining balance for the season. Adjustments may be made as necessary to reflect League's actual use of Fields in the event of heavy rain or other cancellations. Fees may be reduced or waived by District in consideration for work performed or donations made by the League on the Fields. Fee waivers and projects must be approved in advance by the District. Receipts and volunteer tracking sheets must be submitted to the District to determine the value of in-kind work and/or donations.

**District Access.** League shall provide District the necessary means to enter any areas of the site, including the Stand and Batting Cages, in order to inspect, maintain, or operate said facilities.

**Mutual Indemnity.** Each party (the "Indemnitor") shall indemnify, hold harmless and defend the other party and its officers, directors, employees and agents (collectively, the "Indemnitee") from any and all damages, costs or expenses that the Indemnitee may at any time suffer because of damage to property or death or injury to persons received or suffered by reason of the Indemnitor's use and maintenance of the Fields and/or the Stand. This indemnity shall include any and all environmental claims that may be brought during and after the term of this Agreement. In the event the Indemnitor or Indemnitee is named as a defendant in any action or claim, such party may request that the other party indemnify and

defend it at its sole cost and expenses. In the event that either party elects to represent itself: such party shall be permitted to defend or prosecute any and all claims of indemnity, contribution, or reimbursement under California law.

**Insurance.** League shall obtain and maintain during the term of the Agreement at its sole cost a commercial general liability policy with liability and property damage coverage of not less than \$1,000,000.00 single occurrence and \$2,000,000.00 combined occurrences with an insurance company approved by District. Such policy shall name District as an additional insured and shall provide the written notice to District shall be given by the insurer before any change or termination of coverage occurs. A certified copy of such liability policy shall be given to District immediately upon execution hereof and thereafter upon annual renewal of the policy.

Additionally, in the event that League hires any employee or engages or allows any volunteer to perform any or all of its obligations under the Agreement, it will provide the District with a certified copy of a Worker's Compensation Insurance policy insuring such employee prior to hiring such employee or engaging or allowing any such volunteer to perform such work showing coverage for such employee and/or volunteer.

**Conditions of Default.** Every requirement to be kept and performed by League shall be an express condition to the continued existence of League rights herein. In the event League refuses or otherwise fails to remedy, correct or otherwise comply with such conditions mentioned in any notice of default within seven days after receipt thereof, the District shall, at its sole option, have the right to declare this Agreement terminated by giving written notice thereof to League. In such event League shall be permitted to reserve and use the Fields based on the District's reservation policy then in effect and pursuant to any such fee schedule as the District may adopt. In the event that a violation of any

condition herein is waived by consent, expressed or implied, of the District, such waiver of the violation does not constitute waiver of that condition in the future, nor any other condition herein described.

**Surrender.** Within three weeks following the end of League's season, League shall vacate the fields and leave any and all affixed improvements located thereon and leave the building structures and grounds in reasonably good condition similar to their condition at the commencement of this agreement, ordinary wear and tear excepted, and remove from the premises all temporary structures, signs or equipment such as billboards, temporary structures, signs or equipment, such as billboards and temporary storage.

**Executed.** Agreement signed in Oroville, California on the dates set forth below.

**DISTRICT:**

Feather River Recreation and Park District

\_\_\_\_\_ Date \_\_\_\_\_  
Shawn Rohrbacker, General Manager

\_\_\_\_\_ Date \_\_\_\_\_  
Scott "Kent" Fowler, Board Chair

**LEAGUE:**

Lake Oroville Little League

\_\_\_\_\_ Date \_\_\_\_\_  
Jennifer Lust, President





**EXHIBIT "A"**  
Nolan Complex Stand and Fields.





**EXHIBIT "B"**  
Site Maintenance

**Lake Oroville Little League**

**A. Pre-season Preparation (all fields)**

1. Fields shall be inspected for holes, depressions and other hazards and reported to the District Park Supervisor.

**B. Game Day Preparation and Clean-Up**

1. All field preparation shall be done by League and shall be their sole responsibility.

Recommended procedures include:

- a. Packing of Bases and Mounds
- b. Water down infields
- c. Dragging and lining of fields

2. Litter debris and other hazardous objects (including broken glass) shall be cleared on game days from the fields, parking lots and adjacent areas. A concerted effort shall be made by League to do a thorough job of litter removal prior to the scheduled mowing day, to enable the mower operator to do an efficient job of mowing.

3. League shall provide a large (4 yd.) trash receptacle for its own use during the months of March through July and shall arrange to have it dumped by a refuse disposal service at its own expense.

4. All vehicles must stay within paved parking areas and are not authorized on fields.

**C. Stand**

1. League shall maintain the Stand in a clean and safe condition. League further agrees to oversee any such entity or group which contracts with League to utilize the Stand and agrees that at all times the Stand shall be maintained in accordance with any and all Federal, State or local ordinances. All trash and/or debris shall be removed daily.

**D. Batting Cages**

1. During the season, League shall maintain the Batting Cages in a clean and safe condition and agrees that the Cages shall be kept in accordance with any and all Federal, State or local ordinances. All trash and/or debris must be removed daily.



**EXHIBIT "B"**  
Site Maintenance

**Feather River Recreation & Park District**

**A. General Field Maintenance**

1. Weeds and other unwanted vegetation shall be removed from field areas. Fence lines, around trees, structures and other tight areas shall be treated with herbicides with sufficient frequency to prohibit the growth of unwanted vegetation on a year-round basis.
2. Fields and adjacent areas shall be irrigated sufficiently to maintain uniform green color throughout the year except for fields containing grasses which go dormant during the winter months.
3. Irrigation systems shall be maintained in good repair and proper working order.
4. Fields shall be fertilized at least once per year

**B. Structural Maintenance**

1. Perform a daily walkthrough of the site to identify and remove hazards or debris
2. Clean and stock restroom facilities daily

**C. Stand**

1. District shall ensure the exterior of the stand is in sound condition for use, exterior walls are in good repair.
2. Roofing to be kept in good repair to keep water out of the structure.
3. League must notify FRRPD immediately if the building has been breached in any way, be it exterior walls, or roof leaking.

**D. Batting Cages**

1. Outside of the League season, District shall operate and maintain the Batting Cages in a clean and safe condition and agrees that the Cages shall be kept in accordance with any and all Federal, State or local ordinances.
2. All trash and/or debris must be removed daily.





# **Adopt-a-Park!**

## **Community Beautification Program**

**Feather River Recreation and Park District**

1875 Feather River Blvd.

Oroville, CA 95965

530.533.2011

[Frrpd.com/volunteer](http://Frrpd.com/volunteer)



## Adopt-a-Park Community Beautification Program

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In an effort to enhance the quality of our parks, the Feather River Recreation and Park District encourages the community to assist with the maintenance and beautification of our parks by facilitating the enhancement of park/playground amenities and providing general upkeep and repair of equipment, recreation facilities, and trails through an “Adopt-a-Park” program.

The Adopt-A-Park Program allows individuals or groups to assume the responsibility for one or more eligible activities at their adopted park. The benefits of this program include:

- Enhancement of the environment
- Beautification of parks, trails, and green spaces
- Greater public education and awareness of parks, recreation, and community services
- Community and/or corporate support of park-related capital improvements

### Who can Adopt-a-Park?

Individuals, businesses based or operating within District boundaries, non-profit groups, schools, government entities, or faith-based groups, are eligible to participate in the Adopt-A-Park program. The organization must be free from discrimination based on race, color, creed, nationality, sex, marital status, disability, religion, or political affiliation. Organizations that create a conflict of interest for the District will not be eligible to participate in the Adopt-a-Park program.

### Potential Adopt-a-Park Activities

Activities which enhance the quality of the District’s parks and trails may be eligible to be included in the Adopt-A-Park program. Some examples include:

- Reporting of suspicious or illegal activity at park site
- Acting as “ambassadors” of specific recreation programs
- Purchasing items, supplies, or landscaping and landscape maintenance (e.g., benches, tree planting, etc.)
- Facility and equipment upkeep and maintenance
- Other improvements as suggested and approved by District staff.



## Types of Potential Projects

The program is divided into three broad participation Tiers:

### Tier 1 (Custodial)

- Trash Pickup
- Graffiti/Gum Removal
- Minor maintenance

### Tier 2 (Beautification)

- Painting
- Landscape Planting
- Amenity Donations (e.g., benches, trash cans, bike racks, doggy bag receptacles, etc.)

### Tier 3 (Sports Parks/Special Use Parks Only)

- Donations – Windscreens, clay bricks/brick dust, bases, nets, dog agility courses, etc.
- Capital Improvements

## Program Requirements

The Feather River Recreation and Park District will work with the adopting group ("Adopter") to determine the specific park to be adopted and eligible activities or donations. The focus of the program is park maintenance, beautification, and improvement. All projects must be pre-approved by the Parks Department prior to any work being undertaken. This approval process includes donations of items, supplies, and labor. If the approved project includes planting, all plant species must be approved by the Parks Department.

The Adopter will sign an indemnify and hold harmless agreement, which is part of the Application to Adopt-A-Park.

The term of the Park Adoption will be January-December of each year, unless otherwise agreed. Adopter must request a renewal extension by December 1<sup>st</sup> of each year for the following year.

If in the sole judgment of the Department, it is found that the Adopter is not meeting the terms and conditions of the agreement, the Department may terminate the agreement and remove Park Adoption signs.

## Basic Requirements for Adopting Group

- Adopter leaders must be at least 18 years of age and will be required to attend a brief training session sponsored by the District prior to performing work in the adopted areas as well as be present at the onsite meeting at the start of the adoption period.
- Cleanup/maintenance will be done by members of the adopting organization.
- Cleanup/maintenance will be scheduled and performed at the mutual agreement of the Parks Department and the individuals or organization, for a designated period of time (dates to be set by a Parks representative). All work shall be performed during daylight hours. Cleanup may be performed more often if it is determined that the park or facility needs additional improvements.
- Adopted parks will be assigned on a first-come, first served basis.
- Adoption by one organization does not preclude adoption of another area of the same park or donation to the same park from another organization.
- Adopters must comply with all safety requirements.





## The District Agrees To

- Provide training that includes maintenance methods, techniques, and safety issues.
- Support the efforts of the Adopter to keep the park clean and well maintained.
- Assist the Adopter with planting of trees and shrubs and provide technical help when requested.
- Work together with the adopting organization for the betterment of the park.
- Publicly acknowledge the Adopter on the District's website, social media, signs, etc.

## Adopter Responsibilities

The Adopter will be responsible for:

- Submitting a complete Adopt-a-Park application for approval.
- Obtaining the required supplies and materials from, as approved by the District or through the Parks Department, during regular business hours (8:00 a.m.-5:00 p.m.), Monday-Friday.
- Keeping track of the number of volunteer hours performed and submitting this information to the District on a monthly basis.
- Insuring youth participants are furnished with adequate adult supervision.
- Placing filled trash bags near existing trash containers for pick up and disposal by the District.
- Returning unused materials and supplies furnished by the District within one (1) week following clean up, unless other arrangements have been made; and
- **Notifying the Parks Department at 530.533.2011 of items, equipment, or grounds in need of attention or repair, especially when a safety concern exists**

## District Responsibilities

The District will be responsible for:

- Erecting a sign with the Adopter's name or acronym displayed
- Providing report forms and envelopes
- Meeting with the Adopter (or its representatives) at the adopted park site at the start of the sponsoring period to discuss cleanup and maintenance priorities and to provide general guidance.
- Supplying certain materials and equipment when necessary (e.g., trash bags, paint supplies, flowers, mulch, etc.) NOTE: Adopters are encouraged to provide their own tools when possible
- Removing filled trash bags from the premises and removing large, heavy, or hazardous items when found in a park.
- Following up on necessary repairs as reported by the Adopter.

## Safety Rules

We value your safety. Adult group leaders will be required to attend a training session sponsored by the District and will then be responsible for conducting a safety briefing for all participants prior to a cleanup. Participants and/or parents bear individual responsibility for personal safety and appropriate behavior in the park. Each participant must complete the Volunteer Waiver of Liability Form.

Adopting organizations will work without direct supervision by the District. One adult supervisor (aged 18 or older) must be present for every five minors over the age of seven years and one adult supervisor must be present for every two children under the age of seven years.



Adoptable areas will be selected for safety and appropriateness for the participants. We urge you to remember:

- The program depends upon the common sense and responsibility of individual participants.
- For the protection of our participants, the use of power tools such as mowers, tractors or chain saws must be communicated prior to the cleanup date and is subject to an approval process.

### **Safety Requirements**

- Wear comfortable clothes and closed-toed shoes.
- Wear gloves
- Secure all bagged trash (placing filled trash bags in/near existing trash containers for pick up and disposal by the District)
- Be aware of traffic and always remain alert to your surroundings.
- Do not pick up broken glass without adult supervision.
- Do not touch anything that may be toxic/hazardous i.e., oil, paint, gasoline, etc.
- Report all suspected toxic/hazardous materials to the Parks Department.

### **Suggested Tools**

- Garbage bags
- Trash “grabbers”
- Shovels
- Rakes
- Brooms
- Water for drinking (especially groups with young children)

### **Procedure for Adopting a Park**

A representative of an interested group or an individual should contact the Feather River Recreation and Park District at (530)533-2011 and request an Adopt-a-Park application or apply online at [www.frrpd.com/volunteer](http://www.frrpd.com/volunteer). The Adopter must complete the Adopt-a-Park application and return it to the District. When possible, the Adopter should identify two alternate parks in case their first choice is not available. Once the application has been approved, a District representative will contact the applicant to finalize the adoption.

### **Completion of Park Adoption**

After the Adopter has performed the necessary activities, the District will, at the end of the adoption term, present the Adopter with a certificate of recognition for the work completed, if one is desired.

### **Eligible Facilities**

A listing of eligible facilities and locations can be found on the following page. In addition to the list of facilities. Other green spaces not listed may also be available, pending approval from the District.







## Feather River Recreation and Park District Parks and Facilities

### District Office & Activity Center

1875 Feather River Boulevard, Oroville, CA  
Recreation center offers various programs and childcare.

### Bedrock Skate & Bike Park

1276 Feather River Boulevard, Oroville, CA  
Featuring banks, quarter pipes, one half-pipe, pyramids, and a concrete pool with an island.

### Bedrock Tennis Courts

1150 5<sup>th</sup> Avenue, Oroville, CA  
8 tennis courts with lighting including 2 pickleball courts and 6 pop tennis courts.

### Berry Creek Park

300 Ruckerfeller Road, Berry Creek, CA  
This small neighborhood park offers picnic tables and open spaces.

### Feather River Trail

Riverbend to Veteran's Memorial Park, Oroville, CA  
3-mile-long, paved, class I bike path connects Riverbend Park to the Veteran's Memorial Building and runs adjacent to Bedrock Park.

### Forbestown Hall & Community Park

19100 New York Flat Road, Forbestown, CA  
Featuring picnic areas, playground, multipurpose slab with basketball hoops and barbecue grill.

### Martin Luther King Jr. Park

2921 B Street, Oroville, CA  
Featuring a multi-purpose field with lighting, playground, amphitheater, basketball courts, and a picnic area with barbecues

### Nelson Pool

2290 6<sup>th</sup> Street, Oroville, CA  
Large pool and wading pool

### Nelson Sports Complex

2290 6<sup>th</sup> Street, Oroville, CA  
Featuring baseball, softball, and t-ball fields, playground, and a large picnic area with barbecues.  
Softball Fields: RD Davis, Shawnee, Zollner  
T-Ball Field: Damon  
50/70 Field: Baldry  
Practice Field: Vorhees

### Gary Nolan Baseball Complex

915 Pomona Avenue, Oroville, CA  
Featuring baseball, softball, and t-ball fields, playground, and a large picnic area with barbecues.  
Baseball Field: Mitchell  
T-Ball Fields: 2  
Softball Fields: 2

### Palermo Park

2350 Ludlum Street, Palermo, CA  
Featuring a practice softball field, playground, basketball courts, horseshoe pits, gazebo, and a large covered picnic area with barbecues.

### Palermo Pool

2350 Ludlum Street, Palermo, CA  
Large pool and wading pool

### Playtown USA

915 Pomona Avenue, Oroville, CA  
Featuring multiple play structures, swing sets, and a large picnic area with barbecues.

### Riverbend Park

60 Montgomery Street, Oroville, CA  
Featuring covered pavilions, multiple play areas, multi-use fields, sand beach along the river with picnic areas and barbecues, amphitheater with seating, paved trails, 2 Disc Golf courses, boat dock, and fishing ponds.  
Pavilions: Eagle Point, Salmon, Little Bear, Bear Rock



**Adopt-A-Park Application**

Please complete and return to the Feather River Recreation and Park District  
1875 Feather River Blvd. - Oroville, CA 95965

**Contact Information**

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Person's Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address: \_\_\_\_\_

**Park/Facility Preference**

Preferred Adoption Location: \_\_\_\_\_

Second Choice Location: \_\_\_\_\_

Third Choice Location: \_\_\_\_\_

**Adoption Method**

Please specify which level of adoption you would prefer by checking the box(es) below:

Custodial

Beautification

Donation

**Required:** Litter removal at least twice a month, including raking through sand areas, if any, to find and remove hidden litter.

Project Description: \_\_\_\_\_

Work Schedule: \_\_\_\_\_ Total Weekly Hours: \_\_\_\_\_

Type of Donation: \_\_\_\_\_

**Term of Agreement**

I certify that I understand the Adopt-A-Park guidelines and that I possess the authority to execute this agreement on behalf of the organization. I understand this is an application for the Adopt-A-Park Program and the Feather River Recreation and Park District will contact me to finalize the agreement.

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Official Use Only**

Date Received: \_\_\_\_\_ Approved/Denied (Circle) Assigned Facility: \_\_\_\_\_

Adoption Term: \_\_\_\_\_ Training Date: \_\_\_\_\_ Start Date: \_\_\_\_\_ Sign Installed: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

The Adopter agrees that if approval is given to adopt the above-named park, the following stipulations shall govern:

1. This application shall have been approved and signed prior to Adopter beginning any operations as requested herein.
2. Adopter agrees to indemnify and hold harmless the Feather River Recreation and Park District, its officers, agents and employees from all liability, judgment costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person or property arising from the performance or non-performance of the Adopter's Adopt-A-Park Agreement, Donations, Adoption activities or work.
3. For special projects (e.g., plantings, repair projects, installation of new equipment), the Adopter agrees to contact the District (530) 533-2011 at least two weeks in advance to coordinate the project.
4. The Adopter shall carry on the work as required and authorized by the agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Adopter. The Adopter agrees to instruct their volunteers in safety precautions.
5. The Adopter acknowledges that all personnel involved in the project are initiators and volunteers directed by the Adopter and that the Adopter accepts full responsibility for any injuries or damages sustained by or caused by such personnel. The Adopter acknowledges that they or their volunteers are in no way considered to be employees of the Feather River Recreation and Park District.

In consideration of the above, the Adopter and the District further agree to the following terms and conditions of this agreement:

#### **Adopter's Additional Responsibilities**

- To perform the work specified in a safe and satisfactory manner.
- To keep track of the number of volunteer hours performed and submit this information to the District on a monthly basis.
- To provide adult supervision at the work site when volunteers include youth.
- To obtain required supplies and materials as may be needed from the Parks Department during regular business hours (7:00 am – 3:00 pm, Monday – Friday).
- To place filled trash bags used during collection of litter adjacent to existing park trash containers for pick-up and disposal by the District.
- To return all unused materials and supplies furnished by the Parks Department within one (1) week unless other arrangements have been made.
- **To notify the District at (530) 533-2011 of items or grounds in need of attention or repair, especially when a safety concern exists.**

#### **District's Responsibilities**

- To erect a sign with the Adopter's name or acronym displayed.
- To remove filled trash bags used for litter pick-up by Adopter, and to remove large, heavy, or hazardous items when found in the park.
- To provide report forms and envelopes to the Adopter.
- To supply certain materials and equipment when necessary (e.g., trash bags, paint supplies, plants, mulch, etc. – Note: Adopters are encouraged to provide their own tools when possible).
- To follow-up on necessary repairs as reported by the Adopter.
- Highlighting projects on District website and social media platforms.