

**INDIAN RIVER COUNTY
ADOPT-A-PARK
LITTER REMOVAL AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, to expire on the ____ day of _____, 20__ by and between the Indian River County Board of County Commissioners (“COUNTY”) and Discography Disc Golf (“GROUP”).

WITNESS THAT:

WHEREAS, Dick Bird Disc Golf Course is one of the Indian River County Parks, Recreation and Conservation Department Areas; and

WHEREAS, the COUNTY has responsibility for operation and maintenance of the County Parks and Conservation Areas; and

WHEREAS, the COUNTY has encouraged the implementation of an "Adopt-A-Park" program for the participation of local organizations in specific litter removal projects; and

WHEREAS, the Group is desirous of adopting Dick Bird Disc Golf Course (Park or Conservation Area) for the purpose of litter removal.

NOW THEREFORE, the parties agree as follows:

THE GROUP SHALL:

- A. Adopt the Park for litter removal at least six times per year and submit volunteer logs (provided by County) to the Parks Maintenance Office upon completion of each litter removal event.
- B. Conduct volunteer activities during Park hours only. Park hours are sunrise to sunset, 7 days a week.
- C. Conduct volunteer activities during good weather conditions only.
- D. Restrict litter removal to areas along trails and parking areas and not enter or cross any bodies of water to retrieve litter.
- E. Provide the Parks Maintenance Office with a volunteer activity schedule to be approved by the Parks Superintendent.
- F. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in the volunteer activities. Participating youths must be at least 8 years of age and the Group shall provide at least one adult supervisor that is at least 18 years of age for every five (5) youths under the age of 12 and one supervisor for every ten (10) children ages 13-17 who are participating in the volunteer activities.
- G. Instruct participants to dress appropriately for the activities to be performed including wearing close-toed shoes and long-sleeves/pants when necessary.
- H. Group shall leave bagged and unbagged (large items) litter in a pre-determined location on-site as approved by the Parks Superintendent for Parks removal.

- I. In addition to their primary task of litter pick-up in the Adopt-A-Park program, Discography Disc Golf would like to assist in maintaining the disc golf course. This may consist of improvements within the Disc Golf Course with prior approval by the Parks Superintendent. No improvements shall be made without written prior approval.
- J. Discography Disc Golf would also host clinics and tournaments at the course. Clinics and tournaments shall be coordinated, scheduled, and advertised with written consent from the Parks and Recreation Assistant Director. Fees imposed for such clinics and/or tournaments must be pre-authorized prior to advertising and revenue generated should be reinvested into the Disc Golf Course.
- K. Discography Disc Golf has requested the opportunity to sell disc golf related equipment no more than one day per week at a location suitable and approved by the Parks Superintendent. Setup materials and equipment must be pre-approved in writing by the Parks Superintendent. Discography agrees to comply with all local and state laws pertaining to sales of merchandise and provide a list of items to be sold as well as provide evidence of a retail permit and general liability insurance naming Indian River County BOCC as additional insured. Sales are not allowed without proper insurance and licensing necessary. Proceeds from sales should be used toward park/disc golf improvements and/or underwriting of clinics, lessons, or toward other public benefit.

THE COUNTY SHALL:

- A. Provide a “Adopt-A-Park” sign at the entrance of the designated park with recognition of group.
- B. Provide Group organizers with the County’s Accident Prevention Policy.
- C. Provide materials including bags, litter grabbers, buckets, and disposable gloves. Other materials may be provided at the request of the group.
- D. Remove litter collected after volunteer activities.

II

The Group covenants and agrees that it will indemnify and hold harmless the Department, Indian River County, and all of its commissioners, agents and employees from any claim, loss, damage, cost charge or expense arising out of any act, action, neglect or omission by the Group during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither Group nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY, and all of its officers, employees or agents.

III

The agreement shall remain in effect for a two-year period. The COUNTY or Group may terminate this agreement for any reason upon 30 days written notice. The COUNTY may, if it deems an emergency situation exists, suspend, or terminate this agreement immediately.

IV

This agreement is non-transferable and non-assignable in whole or in part without written consent of the COUNTY.

V

This agreement is for litter removal activities only. Beautification activities must be approved and coordinated by the Parks and Recreation Director.

VI

The Parks Superintendent shall screen and select the Parks to be adopted.

VII

COUNTY will provide its incident reporting policies and procedures to GROUP at the signing of this Agreement. If an incident or injury occurs during volunteer activities, the GROUP must submit a completed incident report to the Parks Superintendent within 24 hours of incident. In the event emergency services are utilized for any incident, the GROUP must notify the Parks Superintendent immediately.

VIII

Whenever either party desires to give notice to the other party, it must be given by written notice addressed to the party at the addresses shown below, or such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph.

INDIAN RIVER COUNTY:

Indian River County Parks, Recreation and Conservation
Parks Superintendent
Brad Dewson
5500 77th Street
Vero Beach, FL 32967
772-226-1872
bdewson@indianriver.gov

Indian River County Parks, Recreation and Conservation
Gustavo Vergara
Assistant Director
5500 77th Street
Vero Beach, FL 32967
772-226-1777
gvergara@indianriver.gov

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first written above.

I CERTIFY that I am familiar with the information contained in this Agreement and that I possess the authority to execute this Agreement on behalf of the Group.

APPLICANT:

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By: _____
Person, Affiliation/Position

By: _____
Susan Adams, Chairman

Approved by BoCC: _____, 2024.

ATTEST:

By: _____
Ryan L. Butler
Clerk of Court and Comptroller

Approved as to form and legal sufficiency:

William K. DeBaal, County Attorney