

POLICY #10-09-2012(a)
VILLAGE OF PRAIRIE DU SAC
ADOPT-A-PARK POLICY

I. Purpose

The purpose of the Village of Prairie du Sac "Adopt-A-Park Program" is to provide volunteers with an opportunity to maintain, preserve, develop, and improve parks and trails in the Village of Prairie du Sac.

II. Title

The provisions adopted by this Program shall be known as the "Adopt-A-Park Rules."

III. Scope

Any volunteer group, identified as "Adopter" by these rules, may adopt a park or trail or a portion of a park or trail for the purpose of maintaining, preserving, developing, and improving parks and trails in the Village, and other work activities agreed to by the Adopter and the Village.

IV. Definitions

1. "Adopter" means the individual or individuals, corporation, company, firm, business, partnership, or public agency that applies to adopt a park or portion of a park, and with whom the Agreement is made.
2. "Agreement" means a fully executed agreement between the Village 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 includes all attached provisions and exhibits. An Agreement does not convey any property right or interest.
3. "Director" means Village Administrator or designee.
4. "Village" means the Village of Prairie du Sac.
5. "Park" means the properties dedicated to public use and identified as parks by the Village Board.
6. "Participant" means the individual actually performing work in a park pursuant to an Agreement with the Adopter.
7. "Work Plan" means a series of work tasks agreed to by the Adopter and the Village. 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.

V. General Requirements

1. The Adopter must apply in writing to adopt a park on a form provided by the Village.
2. The Adopter may indicate a preference for a particular park or section of park in the application; however, applications will be processed on a first-come, first-served basis. If the particular park or section of park requested by the Adopter has already been adopted, the Director, 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 Director 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 Director, 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.
4. An Agreement will be executed by the Adopter and the Director. The Agreement will list the specific requirements and obligations of the Adopter, its Participants, and the Village. No work is to be done in

the park 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 of one year.
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 will result in termination of the Agreement.
7. The Director may terminate an Agreement 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. Termination may be issued orally or in writing.
8. The Adopter may terminate the Agreement upon 30 days written notice to the Director.
9. An Adopter has the option of renewing the Agreement for subsequent terms subject to the approval of the Director. A request for renewal of the Agreement must be submitted in writing, signed by the Adopter and submitted to the Director at least 30 days prior to the expiration date of the Agreement.
10. Not less than 30 days after any renewal of the Agreement, the Village and the Adopter will meet to review and make any changes to the Work Plan. If at any time the Work Plan is amended, the updated version of the Work Plan will be attached to the Agreement.
11. The Adopter shall not use the adopted park to display advertising signs or display or sell merchandise of any kind.

VI. Specific Requirements

1. Adopter and Participant Responsibilities:
 - a. The Adopter will be responsible and liable for the care, control, supervision and assurance of safety of all Participants. The Adopter will obtain signed copies of the waiver form provided by the Village 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 Director 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 park, and such other terms and conditions as may be required in the Agreement. At the discretion of the Director, the Adopter or individual Participants may be excluded from participation in the program and/or the Agreement may be terminated for violation of the terms of the Agreement or these rules.
 - c. The Adopter will provide adult supervision at the work site by at least one Participant over 18 years of age.
 - d. Within 24 hours of the incident, the Adopter is required to report to the Director any injury suffered by an individual while 1) performing work pursuant to the Work Plan; or 2) present at the work site while work is performed pursuant to the Work Plan. Upon report of an injury by the Adopter, the Director will provide the Adopter with an incident analysis report form which must be filled out and returned to the Parks Department within 48 hours of the incident.
 - e. The Adopter must agree to indemnify, defend, and hold harmless the Village 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 any activity undertaken by the Adopter or the Adopter's employees, officials, agents, participants or volunteers on the premises of the Adopted Park and in performance of the Work Plan.

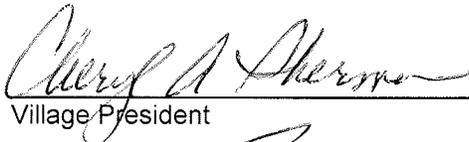
- f. Supplies, materials, and work area signs furnished by the Director on behalf of the Village will be obtained from and returned to the Director during regular business hours. The Adopter may furnish its own additional supplies for its exclusive use, at no cost to the Village.
- g. The Adopter will 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 Parks and Recreation Director.

2. Village Responsibilities:

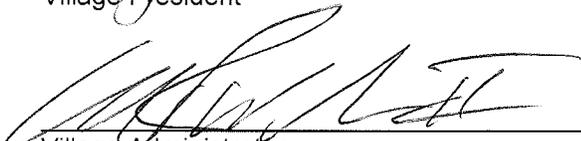
- a. The Village will perform those tasks set forth in the approved Work Plan.
- b. The Village will design, furnish and erect a sign on the adopted park premises with the Adopter's name or acronym displayed. The sign will remain the property of the Village and will be removed by the Village upon expiration 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 Wisconsin department of Financial Institutions business name registry or other information available to the Village.

This policy shall be in full force and effect upon its passage by the Village Board of Trustees.

Approved and adopted this 9th day of October, 2012.



Village President



Village Administrator