

APPLICATION
FOR
ADOPT A SPOT

Name of Organization: _____

Type of Organization (Civic, Education, etc): _____

Number of Active Members: _____

Authorizing Officer/Title: _____

Spot or Area Preferences: _____

Other Choices: _____

I (we) have read and understand the terms of the ADOPT-A-SPOT ADOPTION AGREEMENT. This AGREEMENT has been explained to the membership of the organization, and there is a majority agreement with its terms. It is understood that our preference for a spot or area may have been assigned to another organization, it is also understood that our organization may decline to accept the spot or area assigned to it and may request a different spot or area.

Signature of Authorized Officer _____ Date _____

Please return this completed application to:

City of Lake Charles
TEAM GREEN of SOUTHWEST LOUISIANA
P.O. Box 900
Lake Charles, LA 70602

A representative from Team Green will contact your organization. If there are any questions you may call Mr. Lou Estes, Chairman @ 433-0303 or Melissa Semien @ 491-1440, fax 491-1437, e-mail masesmien@cityoflc.us.

ADOPT-A-SPOT ADOPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the day, month, and year herein below written, personally came and appeared:

THE CITY OF LAKE CHARLES, represented herein by its duly authorized agent _____
_____ of TEAM GREEN of SOUTHWEST LOUISIANA, hereinafter referred to as the "City",

AND

_____, represented herein by its duly authorized
agent, _____, hereinafter referred to as the "Group."

Whereas, in recognition of the need and desirability of aesthetically pleasing roads, streets, median, parks, and other publicly owned property in the City of Lake Charles, the City and the Group do hereby enter into this Agreement to permit the Group to contribute to the effort of maintaining a litter-free City, as well as to promote landscape development and landscape maintenance of public properties within the City, and do hereby agree as follows:

1. The City and the Group both agree that the location (s) to be adopted by the Group is (are), to wit:

_____ LANDSCAPE DEVELOPMENT AND MAINTENANCE. By placing its initials on the blank space provided on the left, the Group elects to be responsible for landscape development and landscape maintenance, in addition to picking up litter in the above designated location. (optional)

2. The Group accepts the responsibility for picking up litter, performing landscape development (if initialed above), and performing landscape maintenance (if initialed above) on this adopted area for a period beginning _____, 20____, and ending _____, 20____.
3. The contact person for the Group shall be:

(Name, Address, Telephone Number)

The contact person for the City shall be:

4. By the signature below, the Group, jointly, severally and in-solido, recognizes and acknowledges the hazardous nature of the work and agrees, jointly, severally and in-solido, to the following terms and conditions, to-wit:

- a. Participants of the Group agree to obey and abide by all laws and regulations of the State of Louisiana and the City of Lake Charles relating to safety; and such other terms and conditions as may be required by the City for special conditions on a particular adopted area;
 - b. The Group shall furnish adequate supervision for the existing circumstances while performing any work pursuant to this Agreement and shall conduct a minimum of two safety meetings per year and, before participation must have attended a safety meeting conducted by the Group;
 - c. During any activity pursuant to this agreement, participants of the Group shall not be considered employees or agents of the City, and the Group agrees to assume all the risk and responsibility in any way related to the activity and agrees to hold harmless and indemnify the City, its insurance carriers, officials, agents and employees from all claims, causes of action, demands, suits, liability, and damages arising out of any act or failure to act by the Group or its participants. Furthermore, the Group agrees to assume all the risk and responsibility in any way related to its use of City equipment and agrees to hold harmless and indemnify the City, its insurance carriers, officials, agents, and employees from all claims, causes of action, demands, suits, liability and damages arising out of the use of City equipment.
 - d. THE GROUP SHALL PICK UP LITTER A MINIMUM OF TWO TIMES PER YEAR. The Group should pick up litter at such additional times, as the adopted area requires. During any litter cleanup event, the Group shall place filled trash bags at the adopted area in one safe and protected location and shall notify the City of the location and amount of trash collected in order for pickup and disposal by the City;
 - e. The Group shall return to the City any materials, supplies and equipment the City has furnished within one week following each litter cleanup;
 - f. The Group may perform any landscape development and landscape maintenance projects on its adopted area. ALL OF SAID PROJECTS MUST FIRST BE PRESENTED TO THE CITY FOR REVIEW AND APPROVAL;
 - g. The Group shall appoint and select one person to serve as spokesperson for the Group and contact person with the City;
 - h. The Group shall abide by the General Guidelines attached hereto.
 - i. The Group shall have the option of renewing this agreement subject to the approval of the City and subject to the continuation of the Adopt-A-Spot program.
5. By the signature below, the City agrees to work with the Group in order to accomplish the following:
- a. The City shall erect Adopt-A-Spot signs with the Group's name or acronym displayed in visible locations at the adopted areas;
 - b. The City shall provide vests, trash bags, and safety literature;

- c. The City shall schedule "Adopt-A-Spot" events at a minimum of twice per year;
- d. Upon notification by the Group that it had a clean-up event at a time other than during the City's scheduled "Adopt-A-Spot" bi-annual events, the City will remove the filled trash bags the first workday after the clean-up event;
- e. The City agrees to assist the Group in removing unusually large, heavy, or hazardous items from the adopted area;
- f. The City will assist the Group in planning and implementing all landscape development and landscape maintenance of the adopted area.

6. Additional terms and conditions: _____

- 7. The City and the Group both recognize and agree that in no event shall the City have the right to control the Group in performing the actual details of picking up litter, landscape development or landscape maintenance and, in performing such activities the Group shall act as an independent contractor.
- 8. The Group acknowledges that the City is generally prohibited by law from expending any funds, directly or indirectly for the purpose of influencing the outcome of any election or the passage or defeat of any legislation and the Group agrees if any actions by the Group relative to the performance of the agreement are determined to the contrary to any legislative restrictions or any restrictions on the use of appropriated funds for political activities, the City shall have the right to any and all necessary remedial actions, including but not limited to the removal of the erected signs displaying the Group's name or acronym.
- 9. The City reserves the right to require any reasonable revisions to the landscape project design plan given the adopted section's right-of-way width, geometric, congestion and sight distance.
- 10. If in the sole judgment of the City, it is found that the adopting Group is not meeting the terms and conditions of this Agreement, upon 30 days notice, the City may terminate the adoption Agreement and remove the signs. This Agreement may be modified in scope or altered in any other manner at the sole discretion of the City. The City reserves the right to modify or cancel the program at any time and for any reason at the sole discretion of the City.

IN WITNESS WHEREOF, the parties have heretofore affixed their signature, the Group on the _____ day of _____, 20____, and the City on the _____ day of _____, 20_____.

CITY OF LAKE CHARLES

 (GROUP)

BY: _____

BY: _____