

ADOPT A PARK, TRAIL, OR LANDSCAPE PROGRAM



PARKS AND RECREATION



JOIN US... JOIN THE FUN

**CITY OF HOLLISTER
PARKS & RECREATION DEPARTMENT
300 WEST STREET
(831)636-4390**

ADOPT A PARK, TRAIL, OR LANDSCAPE

Program & Policy

The mission of the City of Hollister Adopt-A-Park, Trail, or Landscape Program is designed to unite community members, provide opportunities, and enhance the overall quality, safety and beauty of parks in Hollister. Dedication and preservation of natural resources will ensure the opportunity for high quality leisure experiences for generations to come.

I. PURPOSE

The purpose of the City of Hollister Adopt-A-Park, Trail, or Landscape Program is to encourage community residents & organizations to adopt city owned parks, trails, or landscape and keep them litter-free.

This policy outlines the City of Hollister Adopt-a-Park, Trail, or Landscape Program (“Program”). The program creates a framework under which residents, business, service clubs, churches, school clubs and other citizen groups (“Volunteer Organization”) can contribute to the City by “adopting” a City park, landscaped area or trail, and agreeing to improve it through litter pick-up, weeding, graffiti removal, painting, plantings and other simple maintenance activities.

II. POLICY

1. An individual or group must apply to adopt a park, trail or landscape in the City of Hollister.
2. A minimum (2) two-year commitment is required, except in the first year of participation when all new agreements will be written through December 31 of that year. When an agreement expires, if acceptable to both parties, the volunteer organization or individual may renew the commitment for additional years.
3. Requests to adopt specific parks, trails or landscape are processed on a first-come, first-serve basis. If more than one organization or individual simultaneously requests the same location, a lottery will be held to select which organization, or individual will adopt that location. The Recreation Department will make the final determination as to whether a group can participate and make final assignments.
4. When children participate, the Volunteer Organization will have emergency contact information accessible at the site. There must also be one adult supervisor for every five children.
5. The Volunteer Organization may elect to clean the designated location on a quarterly, bi-monthly, or monthly basis. Certain areas may require a monthly commitment.
6. The Volunteer Organization may elect to include maintenance (such as weeding or painting) as part of its commitment.

7. A representative from the Volunteer Organization must contact the Hollister Recreation Department at 831-636-4390 (Monday through Friday between the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.) at least ten (10) business days before cleanup, so arrangements can be made to pick up debris.
8. The Volunteer Organization may keep any proceeds from recycling materials cleared from the park during cleanup.
9. Participation in the Program can be hazardous. Each volunteer is required to sign a waiver before participating in the program. A parent or guardian's signature is required for children under eighteen. When children participate, the Volunteer Organization must have emergency contact information at the site.
10. At the time an organization or individual adopts an area, the City of Hollister will provide the following:
 - Signage identifying the Volunteer Organization or individual(s)
 - Trash bags
 - Safety information
11. All participants must read the safety information and safely conduct themselves while participating in the program. In addition, each participant is required to wear gloves and a safety vest while working in the Volunteer Organization's location.
12. Program participants will not be allowed to operate City-owned, heavy equipment or specialized tools. If specialized tools and equipment are needed, the City or its contractor will operate them.
13. Program participants must sign the Release, Waiver, and Indemnity Agreement to participate.
14. The contact person of the Volunteer Organization must sign an agreement between the City and the Organization that authorizes the participants to perform specified duties in accordance with the terms and conditions that the City has set.

ADOPTABLE PARKS, TRAILS OR LANDSCAPE AREAS:

PARKS

Allendale Park
Apricot Park
Brigantino Park
Daniel Yetter Memorial Skate Park
Dunne Park
Dunne Park Rose Garden
Frank Klauer Memorial Park
Jerry Gabe Memorial Park- Hollister Bark Park
John Z. Hernandez Memorial Park
Las Brisas Park
McCarthy Street Park
Mirabella Park
Nora Drive Park
Santa Ana Park
Santa Ana Park
Solorio Park I
Solorio Park II
Tony Aguirre Memorial Park
Valley View Park
Vista Park Hill
Westfield Park

TRAILS

River Park Trail
Vista Park Hill Trail

LANDSCAPES

Dunne Park Rose Garden
Vista Park Hill Community Garden

HOW TO GET STARTED:

- ✓ Complete the application then mail, email or drop off to the City of Hollister Parks & Recreation Department.
Email: recreation@hollister.ca.gov
Mail: 300 West Street
Hollister, CA 95023
Drop off: 300 West Street
- ✓ Select an area that you are interested in adopting.
- ✓ Provide an insurance certificate naming the City of Hollister as additional insured for liability coverage, and/or each volunteer must sign the Adopt-A-Park program Release, Waiver, and Indemnity Agreement before participating, if the participant is under 18 a parent or guardian must sign.
- ✓ Review and follow safety requirements.
- ✓ Each volunteer work session will require a sign in sheet to be shared with the City within two business days after the scheduled work.

**CITY OF HOLLISTER
ADOPT-A-PARK, TRAIL, OR LANDSCAPE PROGRAM
APPLICATION**

| | |
|-----------------------------------|--|
| Organization | |
| Group Liaison | |
| Title or Position | |
| Phone Number (Day) | |
| Phone Number (evening) | |
| Mailing Address | |
| Estimated Number of Participants | |
| Preferred Adoption Location | |
| Tentative Starting Date | |
| Desired Park, Trail, or Landscape | |
| Desired Name on Sign | |

STATEMENT OF AGREEMENT As a representative of this organization, I have read and agree to abide by the policies, regulations, and safety recommendations (attached) as put forth by the City of Hollister regarding the Adopt a Park, Trail, or Landscape Program. I understand a City representative will contact me to finalize an agreement. In addition, I understand that the City will make the final determination as to whether a group can participate and the final adopted location.

Signature

Printed Name

Date

FOR OFFICE USE ONLY

| | |
|--|---------------|
| Assigned Location | |
| Dates of Adoption | |
| Organization (as it will appear on the sign) | |
| | |
| New Signs: | Date Ordered: |
| Date Installed: | |

SAFETY REQUIREMENTS

Safety is paramount to the Adopt-a-Park, Trail, and Landscape Program. Please take responsibility for your actions and use good judgment while working on the Adopt-a-Park, Trail, and Landscape project.

SAFETY Do's:

- ✓ DO make sure that all participants are familiar with these safety recommendations.
- ✓ DO assign one volunteer as a safety coordinator who oversees other volunteers to ensure that work is conducted safely, paying special attention to participating children.
- ✓ DO wear clothing that is appropriate for the work associated with the program, such as long pants, shirts with long sleeves, hard-soled protective shoes, closed toed shoes at minimum, gloves, hats, insect repellent, and plenty of water.
- ✓ DO dress appropriately for the weather and take breaks regularly.
- ✓ DO work only when the weather is fair and in the daylight.
- ✓ DO bring a water bottle and wear sunscreen and sunglasses.
- ✓ DO be aware of your physical condition and refrain from doing activities beyond your capabilities.
- ✓ DO watch and take precautions for:
 - Snakes, other animals and insects
 - Noxious weeds
 - Glass, barbed wire, pipes, and debris with sharp or rusted edges
 - Unexpected holes or ditches
- ✓ DO be aware of traffic on adjacent roads and driveways.
- ✓ DO be aware of other users of the park, pedestrians, or bicyclists that may be in the area.
- ✓ Do wear a safety vest and gloves.
- ✓ Do have a first aid kit available to use if needed.

SAFETY Don'ts:

- DON'T step into a roadway for any reason.
- DON'T pick up litter or debris on a roadway surface or close to the road's edge.
- DON'T park vehicles in "No Parking" areas.
- DON'T use power tools in parks
- DON'T bring ladders to the park to perform clean up off ground level.
- DON'T play around or do anything to distract passing drivers.
- DON'T park personal vehicles in the inside of park property
- DON'T leave children or pets in the car while participating in the program.
- DON'T pick up any materials that may be hazardous to your health (ex, chemicals, firearms, hypodermic needles, etc.). Please notify the City if hazardous conditions exist (911 for emergencies or 831-636-4100 for non-emergencies).

***These requirements are not all-inclusive. Take all precautions necessary to avoid accidents, including having at least one (1) working cellular telephone at the work site and knowing emergency numbers.*

**CITY OF HOLLISTER ADOPT-A-PARK, TRAIL, OR LANDSCAPE PROGRAM
AGREEMENT**

This Agreement is made and entered into between _____, hereinafter called the "Volunteer Organization," and the City of Hollister, hereinafter called the "City. " Whereas City Council Resolution No. 2021 - 105 authorized the City to establish a City-wide Adopt-A-Park, Trail, or Landscape Program, whereas the Volunteer Organization wishes to contribute toward the effort to maintain these public areas.

The City does hereby authorize the Volunteer Organization permission to participate in the Adopt-A-Park, Trail, or Landscape program by engaging at the following locations:

Volunteer Organization will perform the following maintenance activities at this location:

in accordance with the following terms and conditions:

The Volunteer Organization does hereby agree:

1. To comply with all requirements outlined in the City of Hollister Adopt-A-Park, Trail or Landscape Program.
2. To a two-year commitment (except in the first year of participation when all new agreements will be written through December 31 of that year).
3. When children participate, the Adopting Organization will have emergency contact information at the site. There must also be one adult supervisor for every five children.
4. To contact Hollister Recreation at 831-636-4390 (Monday through Friday between the hours of 8:00 a.m. to 12:00 pm and 1:00 p.m. to 5:00 p.m.) at least fifteen (15) business days before the cleanup, so arrangements can be made to pick up debris.
5. To obtain supplies and materials from the City 48 business hours before the scheduled clean-up. Supplies and materials must be picked up during regular business hours. Regular business hours are Monday through Friday between 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm.
6. To require all participants to read the safety information and safely conduct themselves while participating in the program.
7. To conduct cleanup activities safely and comply with any conditions as may be required by the City for the safety of the participants. The safety of the participants is the number one priority of the program.
8. To have all participants wear vest and gloves during cleanup activities.

9. Participants shall be at least 16 years old for any projects alongside roadways. The Volunteer Organization shall furnish supervision by one or more adults for every five (5) minors (less than 18 years old) participating in the cleanup activity.
10. To require all Program participants to sign a Release, Waiver and Indemnity Agreement prior to participation.
11. To assign a leader to the cleanup crew. The crew leader shall have a copy of this agreement with him or her during the cleanup.
12. To pick up litter and perform other maintenance tasks no less than _____ times per _____. Additional cleanups should be done as necessary to maintain a neat appearance.
13. To place filled trash bags and materials on the street shoulder for disposal by the City.
14. To call 911 in the event of any emergency or non-emergency at 831-636-4100 during the cleanup. Participants who find anything hazardous or suspected to be hazardous will not touch it but will flag the item for disposal by the proper authorities.
15. The crew leader will report any injuries incurred by participants during cleanup activities to the City of Hollister Recreation Department within 24 hours of the injury. Notification will be provided on the Incident/Accident Report Form furnished by the City.
16. To return to the City within two (2) business days any materials and unused supplies furnished by the City.
17. To release, indemnify, hold harmless, and defend the City and its officers, officials, agents, employees, and volunteers from and against any and all loss, liability, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Participant, or any person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen out of Volunteer Organization's participation in the Program, pursuant to this Agreement.
18. To provide proof of insurance acceptable to the City of Hollister, or each volunteer must sign the Adopt-A-Park program Release, Waiver, and Indemnity Agreement before participating, if the participant is under 18 a parent or guardian must sign.

The City agrees to:

1. Furnish and install an Adopt-A-Park, Trail, or Landscape sign with the Volunteer Organization name or acronym at the City's cost. The sign will be installed at one end of the street section or in the park for which the Volunteer Organization is responsible.
2. Remove the filled trash bags from the street shoulder.
3. Assist the Volunteer Organization in cleaning up the litter if necessary (i.e., when large, heavy, or dangerous items are found.)
4. Provide the Volunteer Organization materials to enable the participants to perform their donated services.
5. Provide the Volunteer Organization with traffic control equipment, if required, which may consist of an advance warning sign. Need for such traffic control measure
6. Upon consultation with the Volunteer Organization in conjunction with the size and scope of the specific project, the City will provide basic supplies which could include trash bags, litter grabbers, safety vests, or paint rollers.

The City recommends that the Volunteer Organization have a first aid kit available at the cleanup site and that at least one person with a valid first aid card be present during cleanup activities. The City also recommends the Volunteer Organization have a cellular phone at the clean-up site. Recycling is an accepted and encouraged activity. Recyclable items collected by participants may be removed from the site at the option of the Volunteer Organization. Profits from the sale of recyclable items shall belong to the Volunteer Organization.

The City may suspend this agreement temporarily because of construction in the assigned area. After the construction, the Volunteer Organization will be notified, and the agreement will be restored. The term of this agreement shall begin on the date of execution indicated below and shall be sent on the date of termination unless terminated by the City or the Volunteer Organization on 30-day written notice.

Upon termination of this agreement, the Adopt-A-Park, Trail, or Landscape sign will be removed and remain the property of the City.

If there are any changes during the duration of the agreement, the group contact person must notify Hollister Parks and Recreation at (831) 636-4390.

GROUP

CITY OF HOLLISTER

GROUP Liaison Name (please print)

Charles Wall, Parks and Recreation
Director

GROUP Liaison Signature

Name of GROUP

Mailing Address of GROUP

City, State, and Zip Code

Contact Number

**PLEASE RETURN COMPLETED APPLICATION, PROOF OF INSURANCE, OR
RELEASE, WAIVER, AND INDEMNITY AGREEMENTS FOR EACH VOLUNTEER
TO:**

City Of Hollister Parks and Recreation Department
Charles Wall, Parks and Recreation Director
300 West Street
Hollister, CA 95023



CITY OF HOLLISTER RELEASE, WAIVER, AND INDEMNITY AGREEMENT

For and in consideration of permitting _____ (“Participant”) to participate in the Adopt a Park Program (“Program”) on the following date(s):
Month _____ day _____, 2025, through Month _____ day _____, 2025
in the City of Hollister, San Benito County, and State of California, and to the furthest extent allowed by law, Participant agrees to release, indemnify, hold harmless, and defend City of Hollister (“City”) and its officers, officials, agents, employees, and volunteers from and against any and all loss, liability, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Participant, or any other person, and from any and all claims, demands, and actions in law or equity (including attorneys’ fees and litigation expenses), arising or alleged to have arisen out of Participant’s participation in the Program, pursuant to this Release, Waiver, and Indemnity Agreement (“Agreement”).

PARTICIPANT AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE, AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE PROGRAM, AND PARTICIPANT DOES HEREBY VOLUNTARILY RELEASE THE CITY FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY ANY OF THE CITY’S NEGLIGENCE.

Participant agrees (i) participation in the Program does not make Participant an employee of the City, and (ii) any injury sustained by Participant during his/her participation in the Program does not grant him/her any right, title or interest in any Workers’ Compensation benefits for such injury as offered to employees of the City, and Participant waives and relinquishes any interest or right to claim any interest for such injury in the City’s employment benefits offered to employees of the City by reason of any common law employee rights theory or similar employment entitlements of any kind.

This Agreement shall survive Participant’s participation in the Program. The Participant agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion is held invalid, it is agreed that the remainder of this Agreement shall continue in full legal force and effect.

The Participant agrees that the contents of this Agreement shall be binding upon his/her heirs, executors, administrators, and assigns.

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Participant acknowledges that during the City of Hollister program and/or activity, participant’s photograph may be taken by the City of Hollister, producers, sponsors, organizers, and/or assigns. Participant agrees that any photograph, including video photography, film photography, or other reproduction of their likeness, may be used without charge by the City of Hollister,

