

CITY OF PACIFICA

Public Works Department Mailing address: 170 Santa Maria

Avenue

Pacifica, CA, 94044

Contact:

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BEAUTIFICATION ADVISORY COMMITTEE

APPLICATION AND AGREEMENT FOR BAC PROJECT SPONSORSHIP New Application: Renewal of Sponsorship: Date: _____ Organization or Individual Name (Sponsor): _____ Contact Name: Address:_____ City, State, Zip: _____ Phone: E-mail: Project Site: Scope of Work ("Activities"):

KEEP PACIFICA BEAUTIFUL SPONSORSHIP MISSION:

Through volunteer efforts beautify and unify Pacifica, especially those main thoroughfares, entrances to the city and high-profile areas that improve the overall community environment.

SPONSORSHIP RESPONSIBILITIES:

The KPB sponsoring organization shall agree to the following:

- ✓ work with the BAC to identify a specific site for sponsorship/adoption
- ✓ work with the BAC to design, prepare, plant, and install irrigation in accordance with the KPB plan and approved design plan
- ✓ cover the cost of landscape, irrigation materials and sponsorship sign.
- ✓ utilize environmentally sound landscape practices as identified by the BAC
- ✓ agree to maintain the site for two years The BAC agrees to the following:
- ✓ provide sponsor with site design and development
- ✓ assist in the coordination of project scheduling and implementation, including safety measures
- ✓ assist with training of volunteers in environmentally sound landscape practices and safety practices
- ✓ assist in purchasing plant and irrigation materials
- √ install sponsorship sign

TERMS AND CONDITIONS

The Sponsor agrees:

- Sponsor shall work with the BAC Liaison to approve project site design, irrigation plan, plant list and implementation schedule including work dates and specific work activities.
- Each sponsor participant shall sign the City's Volunteer Agreement and Liability Waiver prior to undertaking any activities.
- Sponsor shall designate one contact person for all dealings with the BAC and the City of Pacifica.
- Sponsors shall follow all City guidelines regarding activities on public property and shall comply with all Federal, State, and local laws while on City property.
- Sponsor shall ensure that all participants are familiar with and follow the Safety Procedures (see attached guidelines).
- BAC and City may photograph or videotape Sponsor and/or participants during activities for purpose of promoting the BAC and City and its programs without compensation.
- No salary or other financial compensation shall be paid to Sponsor or participants by City.
- Sponsor and participants shall perform activities at no cost to City.
- Sponsor shall provide the BAC with a list of equipment and materials to be used in advance of work for City approval

The BAC and Public Works Department agree to:

- Review and approve the activities, plans, and schedules.
- Assist in providing participants with orange safety vests if required.
- Assist in the development of a traffic control plan for the project workdays if needed.
- Assist with equipment and materials if needed without added cost to City.
 Review proposed improvements and inspect finished projects

The City reserves the right to terminate this Agreement at any time. Subject to City's right

• Post signage after completion of project.

| to terminate at any time, th | is Agreement shall remain in | effect for two years beginning: |
|------------------------------|----------------------------------|---------------------------------|
| Director of Public Works | BAC Chairperson | Sponsor Representative |
| Name, as Sponsor w | ishes it to be printed on the si | gn (please print clearly): |

VOLUNTEER RELEASE

City of Pacifica Public Works Department 151 Milagra Drive Pacifica, CA, 94044 Phone: (650) 738-3760

Liability Release and Permission for Emergency Medical Treatment

I understand that my participation in the City of Pacifica Program _________(insert name), hereinafter referred to as "Program," is on a voluntary basis, without pay or benefits, and thus, without anticipation of any financial remuneration. I hereby represent that I am able to perform volunteer services in a competent and satisfactory manner. I fully understand that I shall receive no compensation of any kind from the City of Pacifica ("City") for the volunteer services performed, and that my volunteering does not create an employment relationship with the City.

I further understand and agree that my participation may expose me to the risk of property damage, personal injury and/or death. I hereby assume all risks of participating in this volunteer activity and full responsibility for my conduct and actions, including any injury to myself or others, or damage to property, that may result while volunteering. I understand that the City is not responsible for conditions that I create either myself or those created by other volunteers or participants.

I further understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. In addition, I understand that, while the City may have put in place preventative measures to reduce the spread of COVID-19, the City cannot guarantee that I will not be exposed to and become infected with COVID-19 as a result of participating in the Program. I also understand that participation in the Program could increase my risk of contracting COVID-19.

I hereby waive, release, and discharge any and all claims for illness (including COVID-19 related illness), death, personal injury and property damage against the City of Pacifica, its officers, agents, and employees, which I may have or which may accrue as a result of my participation in the Program. I understand and agree that this waiver and release includes claims or damages caused in whole or in part by the negligent acts or omissions of the City, its officers, agents and employees.

I give my permission for the City to seek emergency medical treatment on my behalf and designate an emergency contact below.

| Volunteer Name: | | |
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| Volunteer Activity: |
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| Home Phone No. : |
| Address: |
| EMERGENCY CONTACT |
| Name and relation: |
| Phone Number: |
| Signature: |
| Date: |

Each participant must complete this form.

Parental Permission Form and Release of Liability

| In permitting my child(ren) or ward(s) to participate in the Program |
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| I further understand and agree that my child(ren)'s participation may expose my child(ren) to the risk of property damage, personal injury and/or death. I voluntarily agree to assume all the forgoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death, illness (including COVID-19 related illness), damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in City programming ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program. |
| I give my permission for the City to seek emergency medical treatment on my child(ren)'s behalf and designate an emergency contact below. |
| Child(ren)'s Name(s): |
| Volunteer Activity: |
| Parent's Phone No. : |
| Address: |
| EMERGENCY CONTACT |
| Name and relation: |
| Phone Number: |

| Signature: | |
|------------|--|
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| | |
| Date: | |