Adopt-a-Cemetery-Project Program

A volunteer program to benefit El Dorado County Cemeteries

El Dorado County Cemetery Operations Community Development Services, Administration and Finance Division 2850 Fairlane Court, Placerville, CA 95667 Telephone: (530) 621-7594 CDA-CemeteryOperations@edcgov.us www.edcgov.us/cemeteries

El Dorado County's Adopt-a-Cemetery-Project Program is a volunteer partnership between El Dorado County Cemetery Operations and community volunteers of all ages and backgrounds to help monitor, maintain, and improve cemeteries located in El Dorado County. The Program works under the auspices of El Dorado County's Cemetery Operations to complete projects identified by volunteers, community groups, the cemetery advisory committees, and Cemetery Operations.

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- Authorization Agreement
- Release, Hold Harmless and Agreement Not to Sue (for adult volunteers)
- Minor Authorization Form

Prepared by: Cemetery Advisory Committee Adopt-a-Cemetery-Project Subcommittee

- I. Adopt-a-Cemetery-Project Guidelines Steps for Success!
 - A. Read carefully through the Adopt-a-Cemetery-Project Program information enclosed in this packet.
 - B. Contact El Dorado County Cemetery Operations with any questions and to discuss possible assignments.
 - C. For group projects, assign one person to complete the *Authorization Agreement*, coordinate with Cemetery Operations (contact person), provide instructions to other volunteers, and monitor or supervise the work performed.
 - D. Schedule cemetery "walk about" training with Cemetery Operations (if required). At the "walk about" you will receive written instructions for the project you have selected. All forms should be submitted prior to your "walk about."
 - E. All adult participants must sign and submit the *Release, Hold Harmless and Agreement Not to Sue* form to Cemetery Operations prior to the commencement of any work. For volunteers ages 14 to 18, a parent or guardian must complete the *Minor Authorization Form*.
 - F. Be prepared to report project results to Cemetery Operations or one of the cemetery advisory committees, if requested.
- II. Responsibilities of Adopting Party
 - A. Work must be approved by Cemetery Operations in advance. The *Authorization Agreement* must be submitted prior to project work commencing.
 - B. The contact person is responsible for coordinating the work to be performed and reporting any changes in cemetery conditions to Cemetery Operations as soon as possible.
 - C. The Adopting Party will provide labor and authorized tools and equipment, including special project equipment or special work tools (see Section III, B and C), as necessary to perform work for the adopted project; all tools and equipment are the responsibility of the Adopting Party.
 - D. Before work begins the contact person must inform all participants of cemetery maintenance guidelines (Section III) and safety requirements (Section V). All volunteers must follow and abide by the guidelines and safety requirements.
 - E. The Adopting Party shall provide supervision, safety training, and leadership for the group at all times while work is being done.
 - F. Some activities may require training specific to the activity. No activities may commence until appropriate training and/or instruction has been provided by Cemetery Operations.
 - G. The Adopting Party shall keep a copy of the approved *Authorization Agreement* on site during the course of a project.
 - H. The County shall not reimburse any group or individual for incidental expenses.
 - I. Medical and liability claims under this agreement are subject to evaluation by the County's Risk Management Division.
 - J. The County will not provide transportation to and from the work project.
 - K. Any repairs or improvements constructed under this agreement will become the property of El Dorado County.

- L. Participation in the Adopt-a-Cemetery-Project Program does not give the Adopting Party greater access to the cemetery than that available to the general public, except as needed to complete a project.
- III. Cemetery Projects Maintenance
 - A. Individual cemeteries or particular sections within cemeteries may be adopted for onetime or ongoing maintenance. Each cemetery is unique and may have maintenance requirements specific to that cemetery. Maintenance projects may include:
 - 1. Picking up garbage, debris, twigs, and leaves.
 - 2. Removing temporary graveside ornamentation, if damaged, dilapidated, or deteriorated.
 - 3. Mowing grass and trimming weeds, cutting back brush and small tree limbs.
 - 4. Caring for established plants, trees, and heritage plantings.
 - 5. Cleaning grave markers, using only authorized methods (this task requires training to be provided by Cemetery Operations).
 - B. Only hand tools and non-motorized weed trimmers and lawnmowers may be used for cemetery maintenance projects.
 - C. In some cases, Cemetery Operations may approve the use of gas-powered or electric weed trimmers and lawnmowers. This use would be on a case-by-case basis, and may be further restricted depending on the time of year and weather conditions. In all cases, this use would require authorization prior to work being done.
- IV. Cemetery Projects Improvement Projects
 - A. Improvement projects are defined as being of a more permanent nature than maintenance, and in some cases help make maintenance more routine or less necessary. Some improvements may require review by other County departments and may require additional funding. Examples of improvement projects include:
 - 1. Repairing or installing fences, gates, stair railings.
 - 2. Repairing existing roads, walkways, and parking areas or constructing new ones.
 - 3. Installing benches, flag poles, kiosks (sign board), or signage.
 - 4. Installing new or replacement landscaping.
 - 5. Cleaning, repairing, and securing markers, coping, or other permanent memorial fixtures (using approved preservation techniques).
 - 6. Painting buildings and other cemetery installations.
 - 7. Constructing niches.
 - 8. Installing section and row markers.
 - 9. Installing security system(s).
 - B. Suggested improvement projects must be reviewed by Cemetery Operations to determine their suitability with the overall goals for the cemetery.
 - C. Funding for improvement projects must be secured prior to commencing work.
 - D. Contact Cemetery Operations or one of the cemetery advisory committees to share suggestions or ideas for cemetery projects or improvements.

- V. Safety Requirements
 - A. Wear appropriate personal protection equipment, such as gloves, safety glasses, sturdy footwear and particulate masks (if needed).
 - B. Have at least one cell phone and a first-aid kit on site at all times.
 - C. Wear bright colors for high visibility.
 - D. Dress appropriately for the weather and conditions, and use sunscreen, if needed.
 - E. Stay hydrated; bring adequate water to the project site. Please note that alcohol and illegal drugs are not allowed in public cemeteries or on County property.
 - F. Be considerate of cemetery visitors and family members at grave sites.
 - G. Report any unexpected problems or concerns, such as dumping of trash or hazardous substances, erosion, fallen trees, etc. to Cemetery Operations as soon as possible.
 - H. Establish an emergency response procedure for injuries or accidents, and an evacuation plan in case of bad weather. Report all accidents or injuries to Cemetery Operations as soon as possible at (530) 621-7594.
 - 1. There are no land line telephones in El Dorado County cemeteries; in the event of an emergency, to summon help from the <u>local</u> emergency dispatcher, use a cell phone to call (530) 621-4911.
 - J. Please use common sense when working in a cemetery.
- VI. General Requirements
 - A. The *Authorization Agreement* must describe the scope of the project. The completed *Authorization Agreement* must be submitted to and approved by Cemetery Operations prior to the commencement of any work.
 - B. The *Release, Hold Harmless and Agreement Not to Sue* is effective for the time period listed on the approved *Authorization Agreement*.
 - C. The Adopting Party may terminate the *Authorization Agreement* at any time by providing Cemetery Operations with a written request. It is the Adopting Party's responsibility to notify any and all volunteers of the termination of the *Authorization Agreement*.
 - D. The County may terminate the *Authorization Agreement* at any time based on performance and reporting requirements by providing a written or verbal request to the contact person listed on the *Authorization Agreement*.

ADOPT-A-CEMETERY-PROJECT PROGRAM Authorization Agreement

Organization C		Contact	Contact		Title or Position	
Address, City, State Z	ip Code		Phone		Email	
Project Name					Cemetery	
Number of Participants	Number Under Age 18	Scheduled Work Date(s)		Completion Date		

Project Information:

Adapting Party Information

Description of work	
Goals, objectives, and expectations	
Source of materials and equipment	
Cost estimate and funding sources	
Safety considerations	

Indemnity: The Adopting Party shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Adopting Party's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Adopting Party or any participant, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of the Adopting Party to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

County Authorization:

In consideration of the County's authorization of the above-referenced project, Adopting Party declares that Adopting Party fully understands, acknowledges and agrees to the foregoing terms and conditions, is duly authorized by the organization to sign this Authorization Agreement on its behalf, and agrees to be financially responsible for any fees and costs. Adopting Party certifies that the information provided is true and correct to the best of Adopting Party's knowledge. If the project details change significantly, Adopting Party agrees to submit a revised Authorization Agreement for approval by the County prior to any work beginning.

On behalf of the organization, I hereby sign and agree with the safety guidelines and responsibilities of the Adopta-Cemetery-Project Program. As volunteers, we agree not to alter the present landscape in the cemetery, unless approved by Cemetery Operations.

Adopting Party (please print)

Signature of Adopting Party

Date

Authorization is not granted until signed by an authorized El Dorado County Official.

Cemetery	Operations
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Date

ADOPT-A-CEMETERY-PROJECT PROGRAM Release, Hold Harmless and Agreement Not to Sue

(To be read and signed by each participating volunteer)

I, the undersigned, fully understand that my voluntary participation in the El Dorado County Adopt-a-Cemetery-Project Program exposes me to the risk of personal injury, death or damage to personal property. I hereby acknowledge that I am voluntarily participating in this project and agree to assume any such risks.

I hereby release, discharge and agree not to sue El Dorado County, their officers, agents and employees, for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the project from whatever cause, including the active or passive negligence of El Dorado County, their officers, agents and employees, or any other participants in the project.

In consideration for being permitted to participate in the project, I hereby agree for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless El Dorado County, their officers, agents and employees, from any and all claims, demands, actions or suits arising out of or in connection with my participation in the project.

Work on this project may involve risks and hazards associated with the following: the use of tools and other construction related equipment; working around other participants who may not be accustomed to the type of labor or the tools and equipment associated with it; working in remote areas; working in mountainous, back country, or other urban or rural terrain that may be uneven, rocky and otherwise hazardous, or where animals, reptiles, insects and other living things may pose a risk of injury; and other risks and hazards that may not be described here or may not be apparent from the project description.

County does not make any representation regarding the background, safety or experience of any of the volunteers who may work on this project, including any persons or operators who have assumed a supervisory role.

Name	Organization	Cemetery		
Home Phone	Cell Phone	Email		
Street Address, City, State, Zip Code				

EMERGENCY CONTACT

Name	Home Phone	Cell Phone	
Street Address, City, State, Zip Code			

I have carefully read this Release, Hold Harmless and Agreement Not to Sue, and fully understand its contents. I am aware that it is a full release of all liability and I sign it of my own free will.

Signature of Volunteer

Date

ADOPT-A-CEMETERY-PROJECT PROGRAM Minor Authorization Form

(To be completed for each and every participating volunteer under the age of 18. Participating minors must be over the age of 14.)

The undersigned represents that as a parent or guardian, I have the legal right to sign documents for the minor herein and I am authorized by law to do so.

I understand that the rights and responsibilities of the above-named volunteer and of the County are outlined in the Adopt-a-Cemetery-Project Program guidelines, and that I have explained these expectations to the above-named minor.

Signature of Parent/Guardian	Date

Primary Emergency Contact

Name of Parent/Guardian		Relationship to Minor		
Home Phone	Cell Phone		Work Phone	
Street Address, City, State, Zip Code				

Secondary Emergency Contact

Name of Adult		Relationship to Minor		
Home Phone	Cell Phone		Work Phone	
Street Address, City, State, Zip Code				

Executed and submitted herewith on behalf of the minor is a *Release, Hold Harmless and Agreement Not to Sue* signed by the Parent/Guardian.