ADOPT-A-SPOT CITY OF SAN ANGELO, TEXAS POLICIES AND PROCEDURES

Policy:

The goal of the Adopt-A-Spot program is a litter free and more beautiful San Angelo. The Adopt-A-Spot program is designed and directed by the Parks Superintendent, Parks & Recreation Director, and the Adopt-a-Spot Coordinator. The government sponsor of Adopt-A-Spot is the City of San Angelo, Parks Department, located at 702 So. Chadbourne. The Parks Superintendent is the Adopt-A-Spot Manager and may be reached at (325) 659-8563, P.O. Box 1751, San Angelo, Texas, 76902-1751 or by e-mail roger.havlak@sanangelotexas.us.

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The Adopt-A-Spot program is open to any organization, business, school group, volunteer group, or family who wants to help improve the appearance of San Angelo. Adopt-A-Spot is not designed to further any political cause, and the Parks Department, therefore reserves the right to refuse adoption privileges to any political candidate during an election period or to any Political Action Committee.

Each adopting organization will sign a contract with the City of San Angelo. All site requirements must be pre-approved by the City of San Angelo Parks Superintendent, or designee. The terms of the contract are effective from the date signed and will be continuous until either party elects to cancel the contract through written notice. Renewal will be automatic and will not require a new contract annually.

Adopting organizations are encouraged to adopt a spot in their own neighborhoods. If an adopting agency has no preference of spots, they will be matched with an appropriate spot based on the level of maintenance required on the spot and the resources and size of the group. Adopting agencies may choose to adopt a portion of a larger site, and a portion of any site may be adopted by a family as a "Family Spot". There are four levels of spot maintenance:

- I. Level I: Requires litter pick-up at least four times annually.
- II. Level II: Requires litter pick-up at least six times annually, and additions to and care of the site according to needs list, including trees, shrubs and/or ground cover, some watering, maintenance of sand boxes, graffiti removal as needed.
- III. Level III: Level II, plus at least monthly litter pick-up, additions and maintenance of flower beds or other features requiring more maintenance, including painting equipment and bathrooms, graffiti removal as needed, some watering of flower beds and other features.
- IV. Level IV: highest maintenance required. Special designs and maintenance plans as submitted by adopting agency and requiring approval of the Parks Superintendent. Mow and trim grass, maintain flowerbeds, shrubs and trees.

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The City of San Angelo Parks Department will monitor each adopted site monthly. If the site is not maintained satisfactorily, the Parks Superintendent will discuss any difficulties with the adopting agency and make adjustments to the agreement as needed, to the satisfaction of both parties. If the group is not capable of maintaining the site to the satisfaction of the Parks Department, the adopting group will be released from their contract and the site will be offered to other potential adopting agencies.

Volunteers are required to wear safety vests when performing any work on the adopted spot. Volunteers are responsible for supplying all necessary equipment for maintenance, clean-up and beautification of the site, including but not limited to trash bags, gardening equipment, gloves, all landscape materials, etc. The City of San Angelo Parks Department may provide small rowboats and mesh litter scoops for river and lake adoptions as available, and surplus trees based on availability. Trash in bags collected by the groups will be removed, free of charge, by Trashaway, Inc. on the next business day following a clean-up event.

Drought resistant plant material and designs not requiring intense maintenance (i.e. daily watering, wind and traffic pollution protection, and frequent weeding) are preferred. Trees, shrubs and ground cover planted on the spot by the adopting group will be those indicated on the suggested list attached, and must be approved the City Parks Superintendent.

All volunteers must sign the Volunteer Agreement and Release attached prior to any work on the adopted spot. Any volunteers under the age of 16 must be supervised by an adult volunteer, and are the responsibility of the adopting agency.

The Parks Department would like to thank the adopting agencies and recognize their valuable contributions to the community. Proper reporting of any work completed by the adopting agencies is important. The adopting agencies are required to contact the Adopt-A-Spot Coordinator at 657-4279 on the first business day following any work on their spot to report efforts, number of trash bags collected, number of volunteers involved and hours worked.

A sign recognizing the name of the adopting group will be placed on the site for the duration of the adoption period by the City of San Angelo. Sign sizes will vary depending on site size and location.

Donations/Cash Contributions:

An adopting agency or interested party may elect to make a donation or cash contribution to the Adopt-A-Spot program in the following manner:

- a. Donate a cash contribution or annual fee for the purchase of trees, shrubs and ground cover for a designated Adopt-A-Spot location.
- b. Donate money, equipment, materials or labor to make improvements to a park or to add new facilities such as playground equipment or park furniture. The donor may then elect to maintain the facility or equipment or pay an annual fee to the City of San Angelo Parks & Recreation Department for maintenance.
- c. Pre-approval of donations by the Parks Department is required.

Procedure:

- 1. The adopting agency contacts City of San Angelo Parks & Recreation office to express interest in adopting a spot.
- 2. Information regarding name of group, membership, size of group and area desired is collected.
- 3. Based on criteria outlined by site selection committee, the adopting group is paired with an appropriate spot on a first come, first served basis.
- 4. The contract for the spot is signed, in accordance with guidelines.
- 5. A sign stating the name of the adopting agency is placed on the site.
- 6. The site is cleaned, beautified and maintained by the adopting agency.
- 7. Following any work on the site by the adopting agency, the Adopt-A-Spot Coordinator is contacted at 657-4279 and a report is made regarding the number of volunteers, hours worked, number of bags collected and other relevant information.
- 8. Periodic monitoring of the spot are made by the City of San Angelo Parks Foreman.

ADOPT-A-SPOT SAN ANGELO, TEXAS ADOPTING ENTITY SERVICE AGREEMENT

	This agreement is entered into thisday of, 20, by and between the City of San
Angel	o, a municipal corporation (CITY), and
	(ADOPTING ENTITY).
	WHEREAS, the CITY has instituted an Adopt-A-Spot program to encourage and obtain volunteer rt from civic-minded entities for the development, improvement and/or maintenance of parks, medians and throughout the City; and
certain	WHEREAS, ADOPTING ENTITY desires to "adopt" an area in the City by voluntarily providing services; and
resour	WHEREAS, the CITY wishes to honor and recognize the generous contributions of time, talent and ces for our community;
	NOW, THEREFORE, the parties agree as follows:
	ADOPTING ENTITY shall provide the following described services at(location).

- 2. In recognition of the ADOPTING ENTITY the CITY shall install a sign at the adopted site stating that the site has been adopted by the ADOPTING ENTITY.
- 3. Either the CITY or the ADOPTING ENTITY may terminate this Agreement at any time by notifying the other party in writing.
- 4. The ADOPTING ENTITY acknowledges and agrees that the performance of the services specified in this Agreement will in no way confer on members of the ADOPTING ENTITY the status of City employee.
- 5. ADOPTING ENTITY shall require members who participate in this project to sign the Volunteer Agreement and Release which is attached hereto as Exhibit "A", prior to their Participation.
- 6. ADOPTING ENTITY agrees to defend, indemnify and hold the CITY harmless from any claims, actions or other proceedings which may be brought against the CITY, its agents or employees arising from the services specified in the agreement performed by members of the ADOPTING ENTITY.

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his agreement entered into thisday	of, 20_
	Adopting Entity Representative
	Adopting Entity Name
	Adopt-A-Spot Coordinator
certify that the plan for improvements to t	he adoption site has been approved.
ertify that the plan for improvements to t	
certify that the plan for improvements to t	Parks Superintendent Adopt-A-Spot Manager

The City of San Angelo thank you for your generous contributions to our community.

ADOPT-A-SPOT SAN ANGELO, TEXAS VOLUNTEER AGREEMENT AND RELEASE

THE STATE OF TEXAS)()(AGREEMENT AND RELEASE IN FULL OF ALL CLAIMS COUNTY OF TOM GREEN)(
I. (name) of			
I,(name) of(street address), City of San Angelo, State of Texas, County of Tom Green in consideration for being permitted to volunteer for the City of San Angelo's Adopt A Spot program ("Program" herein), do hereby agree to comply with the policies and procedures of the City of San Angelo for such Program.			
I understand and agree that it is my responsibility to obtain any insurance which I feel is necessary. Further, I understand that no individual not already carried on the regular payroll of the City of San Angelo is eligible for any of the insurance services and benefits provided to regular paid personnel, including worker's compensation benefits. ANY INJURY OR ILLNESS SUFFERED BY A VOLUNTEER DURING THE TIME HE/SHE IS PERFORMING HIS/HER VOLUNTEER ASSIGNMENT IS ENTIRELY HIS/HER RESPONSIBILITY. I further understand and agree that I am totally responsible and accountable for my behavior and actions while in the course of performing volunteer work.			
I further understand that performance of the services specified in the agreement may involve some risk or injury to the volunteer. Volunteer agrees to assume the risks which accompany the performance of the volunteer services and will make no claim of any kind against the City, its agents or employees for any injuries which may arise from the performance of the volunteer services.			
I finally understand that the work I do will be strictly voluntary and that I will receive no payment or compensation of any kind. I agree to accept and to abide by the policies, rules and regulations of the City of San Angelo and I understand that I must obey the directions of the employees of the City of San Angelo. Specifically, I agree to do the volunteer work described in the agreement between the City and the volunteer organization of which I am a member.			
Additionally, I expressly release, waive and forever discharge, in advance, THE CITY OF SAN ANGELO and its employees and agents, of and from all liability, actions, claims, demands, damages, costs, judgments and executions either in law or in equity, which I may have or which may subsequently accrue to me, including any personal injuries or expenses, death, and/or injuries to property, real or personal, caused by, or arising out of participation in the Program, regardless of whether such injuries, death or damage are caused in whole or in part by the negligence of the persons or entity mentioned above.			
This release is intended to discharge in advance the CITY OF SAN ANGELO and its agents and employees, from and against any and all liability arising out of, or connected in any way with my volunteering for the Program, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above, and regardless of whether that negligence is the sole or concurring cause of the injury, death and damage.			
This release is given and signed with my express intent of binding not only myself but also my heirs, executors, administrators, and assigns to said release, waiver, covenant, and discharge.			
I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND RELEASE, UNDERSTAND ITS TERMS, AND EXECUTE IT VOLUNTARILY, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE DATED THIS THEDAY OF, 20			
Volunteer Signature Adopting Agency Spot Location			