



The following guidelines apply to the City of Helotes' Adopt-a-Park Program:

- Participation in the program is open to members or employees of civic and nonprofit organizations; employees of private businesses and governmental entities; families, and individuals.
- Participants may not display messages or carry banners.
- To be eligible a group must be located or reside in the City or its ETJ.

The Group will:

- Agree to hold the City harmless and agree not to hold the City responsible for any injuries that they may suffer or damages they may cause or suffer as a result of participation in the Program.
- Obey and abide by all laws and regulations relating to safety and such other terms and conditions as may be required by the City for special conditions on a particular adopted Park.
- Adopt a Park, which shall be designated by the City.
- Adopt for a minimum period of two (2) years.
- Perform a cleanup event a minimum of four (4) times a year at approximately Quarterly intervals.
- Notify the City prior to each cleanup date.
- Prior to each cleanup event, distribute and collect signed "Release Waiver and Hold Harmless" from each participant and forward to the City Secretary.
- Assure that all participants have reviewed the Adopt-A-Park program regulations and guidelines prior to the cleanup event.
- Appoint or select an authorized representative and an alternate to serve as spokesperson for the Group.
- Furnish adequate supervision by one or more adults for minor participants of a group who are 12 years of age and older, with at least one (1) adult for every five (5) children who are 12 to 18 years of age. Children under the age of 12 may not participate in the Program.



- Conduct a safety meeting before participating in a cleanup of the adopted Park
- Obtain required supplies and materials.
- Wear City-approved safety vests during the cleanup event.
- Must wear appropriate protective clothing such as long pants and a long-sleeve shirt, and thick-soled boots or shoes.
- Place trash bags, place filled bags at a designated location, and contact the assigned maintenance person on the first working day after the cleanup for removal of the bags.
- Participants will not pick up syringes, hypodermic needles, broken glass, exceptionally large, heavy, or unwieldy objects, or any other hazardous items. These kinds of articles should be flagged and the City notified as soon as possible to arrange for proper disposal.
- Neither possess nor consume alcoholic beverages or illegal drugs while on the adopted section.
- Maintain a first-aid kit and adequate drinking water while on the adopted section.
- Not subcontract or assign its responsibilities to any other group, organization, or enterprise without the expressed written authorization of the department.
- Complete the Cleanup Completion Form within two weeks of the cleanup and return to the City.
- Have the option of renewing an agreement subject to the approval of the City Council and continuation by the City of the Adopt-A-Park Program.

The City will:

- Work with the Group to determine the specific Park and appropriate means of cleaning
- Install an Adopt-A-Park sign with the Group's name **after** an agreement has been signed, after the first cleanup. Signs will not state the full name or official title of an elected official. Phone numbers, website addresses, etc., are not permitted. Only the name or acronym of the adopting group or individual will be displayed on the sign. No slogans, logos, advertisements, or phrases other than the Adopt-a-Park promotion will be allowed on the sign.
- Remove the filled trash bags the first workday after the pickup.



- Remove litter from the adopted section only under unusual circumstances, i.e. To remove large, heavy, or hazardous items or if the group has not fulfilled its responsibilities.





APPLICATION FOR THE ADOPT-A-Park PROGRAM

Group Name (Applicant): _____

Contact Person: _____

E-Mail Address: _____

Address: _____

Phone Number: _____

Street Name and Limits: _____

Number of Volunteers: _____

Type of Organization (neighborhood, faith based, NPO, scouts, school, etc.):

I, _____, acting as or for the above-named Applicant, acknowledge that I have reviewed and hereby accept the provisions of the City's Adopt-a-Park Resolution (Number) including any amendments thereto, and agree to abide by the guidelines set therein, and to the terms of the ADOPT-A-PARK PROGRAM AGREEMENT to which I have affixed my signature and which will become effective upon approval by the City of Helotes, Texas.

Signed, _____ Date: _____

(TO BE COMPLETED BY THE CITY)

Recommendation:

City Council:
APPROVED [] DENIED []
Effective Date: _____ Renewal Date: _____



ADOPT-A-PARK PROGRAM ADOPTION AGREEMENT TERMS AND CONDITIONS

This agreement is made and entered into between the City of Helotes, hereinafter referred to as “City”) and _____ (hereinafter called the “Group”) recognize the need and the desirability of clean and sanitary Parks within the city limits of the City of Helotes and are entering into this agreement to permit the group to contribute toward the effort of maintaining clean and sanitary Parks.

By signature below, the group acknowledges the hazardous nature of the work and agrees to the following terms and conditions:

1. The group shall receive a designated Park; which site shall be designated by the City.
2. The group agrees to accept responsibility for organizing cleanup events for a period of two (2) years.
3. The group shall organize a cleanup event approximately once a quarter, not more than once every month, or as determined by the City.
4. The group shall not sub-contract or assign its duties or responsibilities to any other group, organization, or enterprise.
5. All members of the group participating in the Adopt-A-Park Program shall be 12 years or older. The grantee shall furnish supervision by one or more adults for every five (5) minors (less than 18 years old) participating in the cleanup activities.
6. All participants must attend a safety meeting, to be conducted by the group, for participating in the first clean-up of the site.
7. Participants in the group agree to obey and abide by the laws and regulations relating to safety and such terms and conditions as may be required by the City for special conditions on a particular adopted park.
8. The group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section. Possession or consumption of alcoholic beverages or controlled substances while working is prohibited. Inappropriate behavior during the pickup may be cause for termination of the permit.
9. The group shall be responsible for maintaining a first-aid kit and an adequate drinking water supply while participating in litter pick-up on the adopted section.
10. The group shall obtain the required supplies and materials.



11. Participants shall wear City-approved reflective safety vests during the clean-up event.
12. The group shall place filled trash bags at one location at the adopted site for pick-up and disposal by the City.
13. Unused materials supplied furnished by the City shall be returned to the City within one week following each clean-up.
14. Participant members will only clean up the adopted Park during daylight hours. No clean-up shall take place during bad weather.
15. Group shall be responsible for a general clean-up and sanitation of the adopted park.
16. To call 911 (Police/Fire Emergency) in the event of any emergency 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.
17. Participants will not pick up syringes, hypodermic needles, broken glass, exceptionally large, heavy, or unyielding objects. These kinds of materials should be flagged and the City notified as soon as possible to arrange for proper disposal.
18. Group **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, AND AGREES TO HOLD HARMLESS** for any and all purposes the City of Helotes, its agents, officers, employees, volunteers, and assigns (herein referred to as "RELEASEES") **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by the group during, as a result of or arising from my participation in and/or access to the Adopt-A-Park Program, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.
19. The group shall appoint or elect a liaison. The group Liaison shall coordinate with the City representative as necessary.
20. The group Liaison shall provide a listing of each participating member of the group in the form set forth as **Exhibit A**, upon execution of this Agreement, and update said listing as necessary. The group Liaison shall provide the City representative such updated listings prior to the participation of any new Group member participation in the Adopt-A-Park Program.
21. Each participating member of the group shall execute the attached COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS, **Exhibit B**, prior to any participation in the Adopt-A-Park Program. The group liaison shall provide the executed hold harmless agreements to the City Secretary prior to the first clean up, and ensure that such additional agreements are executed and provided to the City Secretary prior to any new Group member's participation in the Adopt-A-Park Program.



22. Upon expiration of this agreement, the group shall have the first right of refusal, which right must be exercised thirty (30) days prior to the termination of this agreement.

23. Group shall have the option of renewing the agreement subject to the approval of the City Council and continuation by the City of the Adopt-a-Park program.

The term of this Agreement shall begin on the date of execution indicated below and shall end on the date of termination unless terminated by the City or the grantee on 30 days' written notice. Upon termination of this agreement, the Adopt-A-Park sign will be removed and remain the property of the City.

Assigned Park:

Park _____

City of Helotes

Name of Organization

Mayor

Address

Date of execution

City, State, Zip

Date of termination

Name of Organization Contact

Home Address

City, State, Zip

Day phone

Evening phone

Signature of Organization Contact

Title



**City of Helotes
ADOPT -A- PARK
Safety Guidelines**

A CLEAN CITY IS IMPORTANT – YOUR SAFETY IS MORE IMPORTANT

THE FOLLOWING TIPS ARE SHARED TO HELP YOU MAKE YOUR VOLUNTEER PROJECT SAFE AND ENJOYABLE

REVIEW THESE GUIDELINES WITH ALL VOLUNTEERS PRIOR TO EVERY CLEANUP

- Make sure that all volunteers are familiar with these safety precautions.
- All group members must wear an ANSI Class II Safety vest (neon orange reflective vest) during cleanup projects.
- Consider attire to avoid sunburn and insect bites.
- Drink plenty of water to avoid dehydration.
- Wear light-colored clothing, heavy gloves, sturdy shoes or boots, and a hat.
- Wear long pants and long-sleeved shirts.
- Safety glasses (or plastic lens sunglasses) are recommended for eye protection.
- Wear highly visible safety vests.
- Have a first-aid kit on hand.
- Have a cellular phone on hand.
- Use a buddy system and look out for each other. Carefully supervise children in the group.
- Stay alert.
- Work during daylight and non-peak traffic hours.
- Stop work if the weather gets bad.
- Do not over-exert yourself, especially on hot days.
- Do not attempt to handle hazardous substances (car batteries, pesticide containers).
- Avoid any sharp objects. Do not pick up syringes- please contact **Helotes Police Department at (210) 695-3087**.
- Avoid noxious weeds (poison ivy, poison oak).
- Avoid areas where snakes or stinging insects may be located.
- Stay clear of mowing and construction activities.
- Don't overload bags or attempt to lift too much weight. Large, heavy, or bulky materials should be marked and left for pickup.
- Don't horseplay or do anything that will distract other volunteers.
- Don't leave children or pets in vehicles at cleanup sites.
- Be sure to thoroughly wash your hands after you are finished.
- Use common sense and be alert.



**City of Helotes
ADOPT-A-PARK
Cleanup Completion Form**

Organization Information

Name: _____

Address: _____

Contact Person Information

Name: _____ Phone: _____

Fax: _____ E-mail: _____

Adopt – A- Park Assignment

Park: _____ Section: _____

Clean-up Information

Clean-Up Date: _____ No. of Volunteers: _____

Total Bags Collected: _____ No. of Hours: _____

Clean-up event this year: 1st 2nd 3rd 4th.

Comments

Please mail, fax, or e-mail this form within two weeks after the date of the event.

City of Helotes
P.O. Box 507
Helotes, TX 78023
Fax: (210) 695-2123
E-mail: cisecty@helotes-tx.gov



**ADOPT-A-PARK
COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS**

1. I, _____,
[Print Name: First M.I. Last]

in consideration of the opportunity to participate in the City of Helotes' Adopt-A-Park Program, conducted in Bexar County, Texas, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes the City of Helotes, its agents, officers, employees, volunteers and assigns (herein referred to as "RELEASEES") **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me during, as a result of or arising from my participation in and/or access to the Adopt-A-Park Program, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

2. In the event that I use any property or equipment of the City of Helotes, **I HEREBY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained as a result of or arising from my use of said equipment or property, **WHETHER SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**

3. I am fully aware that there are inherent risks involved in my participation in the Adopt-A-Park Program which can result in serious physical injury, death, and/or damage to property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS, KNOWN OR UNKNOWN, OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained as a result of or arising from my participation in and/or access to the Adopt-A-Park Program, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I FURTHER AGREE TO HOLD HARMLESS THE RELEASEES FOR ANY LOSS, LIABILITY, DAMAGE, OR COSTS, INCLUDING COURT COSTS AND ATTORNEY'S FEES**, that may occur as a result of or arising from my participation in the Adopt-A-Park Program.

4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future.



SIGNED this _____ day of _____, 20__.

Participating Group Name (print)

Participating Member Signature

I certify that I am the parent or legal guardian of the participant above named; that I have read and understood the foregoing release and waiver; and that in consideration of allowing the participant to participate in the City's Adopt-A-Park program I join in the release and waiver without reservation and agree to release and waive any claim or legal cause of action that I might have arising out of any personal injury, damage or death of the participant as against the City of Helotes, its officials, employees, and agents. I further grant my full consent and authorization for the above-named participant to engage in the activity described above. Furthermore, I authorize all reasonable medical treatment that may be necessitated in the event of injury or accident occurring to the participant named above while working in the Adopt-A-Park program.

Signature of Participant

Date

Signature of Guardian

Date

(If participant is less than 18 years old)