

**CITY OF VICTORIA ADOPT-A-SPOT PROGRAM
PARTICIPATION AGREEMENT**

This agreement is entered into on the ____ day of _____, 200__, by and between the City of Victoria, Texas, a Texas Municipal Corporation (“City”), acting by and through its duly authorized City Manager, Denny L. Arnold, and _____ (“Group”), a _____, acting by and through its duly authorized designee.

WHEREAS, the City of Victoria recognizes the need and desirability of a well-maintained environment;

WHEREAS, _____ has requested that it be designated as the adopting organization for maintenance of the following area of the City _____ (“Spot”); and

WHEREAS, the _____ is aware of the hazards associated with maintenance of the aforementioned Spot;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the City and the Group agree to the following mutual terms and conditions:

I. General Terms

1. The Group accepts the responsibility of enhancing the appearance of the Spot as designated by the Director of Parks and Recreation of the City of Victoria for the period of time from _____, 200__, to _____, 200__.
2. The Group will act as an independent contractor. The City may advise the Group regarding the maintenance of the Spot at anytime, but shall be under no duty to so advise the Group for any reason.
3. In consideration of the designation as the participating group by the City of Victoria, the Group and its officers, members, and employees hereby WAIVE, RELEASE, and DISCHARGE, The City, its employees, agents or subcontractors from any and all liability and for any claims or causes of actions, arising from its activities and those of its individual members, including those members’ negligence, associated with the beautification of the Spot as designated by the Director of Parks and Recreation.
4. If the City determines that the Group is not complying with the terms and conditions of the Agreement, the City may terminate this Agreement following a 30-day written notice to the Group.

II. Group Responsibilities

1. The Group will pick-up and place in bags or other containers litter from the Spot as designated by the Director of Parks and Recreation.
2. Members and participants in and with the Group will obey all of the laws and regulations of the City of Victoria and the State of Texas, will abide by a reasonable standard of safety and not engage in horseplay or recklessness, and will abide by any additional terms and conditions imposed by the Director of the City's Parks and Recreation Department or his authorized representative for the particular adopted Spot.
3. If any of the participants of the Group are 15 years of age or younger, the Group will provide adequate supervision of at least one or more adults.
4. The period of adoption of the Spot will be a minimum of one (1) year.
5. The Group shall not subcontract or assign any of its duties or responsibilities to another group, subcontractor or enterprise.
6. The Group and its designated members of participants will not consume alcoholic beverages on the adopted Spot while actually participating in the Adopt-A-Spot Program.
7. Renewal of this Participation Agreement is optional and subject to the approval of the Parks and Recreation Department Director and the continuation of the City's Adopt-A-Spot Program.
8. The Group will require each of its members who are participating in the Adopt-A-Spot Program to sign the attached Release and Indemnity Agreement for
Individuals Participating in the Adopt-A-Spot Program.
9. The Group shall follow Addenda A, B, or C, as applicable, as the guidelines for the maintenance of the Spot.

III. City's Responsibilities

1. The City will aid and assist the Group in the selection of the Spot for the Group's maintenance.
2. The City will designate for the Group, by sign, the Spot that will be maintained.

ADDENDUM A

CITY OF VICTORIA
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Litter Removal on Right of Way or Vacant Lot

1. Participants shall adhere to all terms and conditions in the participation agreement.
2. The Group shall notify the Parks and Recreation Director or his “designee” at least one (1) week in advance of maintenance.
3. Litter shall be picked up at the site six (6) times per calendar year.
4. If it is determined that the site requires additional litter removal, then two (2) additional visits can be requested by the City of Victoria Parks and Recreation Director or his “designee”.
5. City of Victoria will provide trash liners.
6. The City of Victoria will be responsible for removing trash bags from the site.

ADDENDUM B

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Required Grounds Maintenance on Right-of-Way or Vacant Lot

1. Participants shall adhere to all terms and conditions in the participation agreement.
2. Litter shall be removed before mowing or trimming.
3. The area shall be mowed by lawnmower or tractor once a month.
4. The area shall be string trimmed once a month.
5. Excessive grass clippings shall be removed and placed in a bag.
6. Trimming of any trees or vegetation shall be performed by City of Victoria personnel.
7. Pesticide applications shall be performed by City of Victoria personnel only.
8. Trash liners will be provided by City of Victoria
9. City of Victoria Parks and Recreation personnel shall remove trash and dead vegetation from your site.

Call and notify the Parks and Recreation Department one week prior to Maintenance of your site.

ADDENDUM C

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Landscaping of Right of Way and/or Maintenance
Required or Existing Landscaping in Right-of-Way

1. Participants shall adhere to all terms and conditions in the participation agreement.
2. Landscaping of new sites shall be approved by the Director of Parks and Recreation or his "Designee." Some areas may require review by Engineering and/or City Manager.
3. Plans shall be submitted to Parks and Recreation Director or Designee for approval.
4. All plants and vegetation shall be provided by the Group.
5. The Group shall maintain flower beds and landscaped areas on a routine basis.
6. Required maintenance of landscaped beds.
 - a. Water trees and grass weekly or more often, if needed.
 - b. Remove weeds.
 - c. Replace dead vegetation
 - d. Remove trash before mowing or trimming.
 - e. Mow and string trim grass.
7. Vandalism of site shall be repaired as soon as possible at the Group's expense.
8. Flower beds and landscaped areas shall be contained with an appropriate edging agreed upon with the Director of Parks and Recreation.
9. Trees, bushes, flowers or any other landscape material shall be planted according to literature provided by the Parks Department.
10. Pesticide applications, if needed, shall be performed by City of Victoria personnel.
11. Fertilization of landscaped sites may be performed by group with approval of Parks and Recreation Director or designee.
12. Excessive grass clippings, dead vegetation, and trash shall be removed from site and disposed of properly.
13. Trash liners shall be provided by the Group.

14. Water hook-ups may be provided by the City of Victoria.