



## ADOPT-A-SPOT Policies

### **Purpose and Objective**

This document establishes guidelines and procedures for adoption of parks, medians, and rights of way by associations, businesses, groups and/or individuals.

### **Definitions**

**City**- The City of Tulsa, Oklahoma.

**Land** - City property which is formally dedicated for use as park property and used primarily for recreation and/or sport activities and managed by the Department.

**Median** - City property which divides two directions of vehicle traffic, and is covered by concrete, bricks, turf and/or other plantings.

**Rights-of-way** or **ROW** - the surface, the airspace above ground and the area below the surface of any public street, highway, parkway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, adjacent easement or similar property in which the City now or hereafter holds a property interest and/or a maintenance responsibility which, consistent with the purposes for which it was dedicated, may be used for the purpose of constructing, installing, operating and maintaining facilities of any kind, including but not limited to conduits, pipelines, cables, utility poles, junction boxes and duct banks. Rights-of-way do not include buildings, parks or other property owned or leased by the City, its trusts or authorities, but do include all arterial rights-of-way as defined by this chapter.

**Landscaping** - Plants such as turf, trees, shrubs, ground covers and flowers. Also includes hardscapes such as lighting and fountains.

**Adopting Party** - The group, business, neighborhood association or individual that is adopting the park, median, and/or right-of-way.

### **Eligibility for Adopting a Spot**

Civic groups, businesses, associations and individuals may apply to participate in the City of Tulsa's Adopt-A-Spot Program.

### **Applying To Adopt a Spot**

To apply to adopt a spot, please contact the Customer Care Center at (918) 596-2100 or fill out the online application form at [www.cityoftulsa.org/adoptaspot](http://www.cityoftulsa.org/adoptaspot). Applications are accepted anytime during the year.

### **Picking a Spot**

Please submit a map showing the location of the park, median, or right-of-way you wish to adopt. The Adopting Party may submit 3 choices of areas for adoption, but only one will be approved.

Requests to adopt specific parks/medians/rights-of-way are processed on a first-come, first-serve basis. If more than one Adopting Party simultaneously requests to adopt the same location, a drawing will be held to select which Adopting Party will adopt the area. The Director of Parks and Recreation and The Director of Streets and Stormwater, or their designee, will make the final determination as to whether a group can participate and make the final location assignments.

Duration of the adoption will be determined by mutual agreement between the Adopting Party and the Director of Parks and Recreation and/or Director of Streets and Stormwater, or their designee.

The initiation of a project by an Adopting Party shall not impose an obligation on the City to complete the project or to maintain the project after it is completed. All contributions made or improvements resulting from an Adopting Party's efforts, directly or indirectly, are the exclusive property of the City.

### **Participation of Children**

When children participate, the Adopting Party must have emergency contact information available on site. Further, there must also be one adult supervisor for every five children. A parent or guardian's signature is required for children under the age of eighteen.

### **Supplies**

The City of Tulsa may be able to provide the volunteers with items such as trash bags, gloves and vests. This will be determined on a case-by-case basis, depending on size of group and availability. The Director of Parks and Recreation or the Director of Streets and Stormwater, or their designee, will coordinate with the volunteers and inform them of the items that will need to be supplied by the organization. Certain safety gear, such as gloves, is required, regardless of the City of Tulsa's ability to provide the items.

### **Requirements**

The following criteria must be met by the Adopting Party in order to enter into an agreement with the City:

1. All participants must conduct themselves in a safe manner at all times while participating in the Adopt-A-Spot Program.
2. Participation in the Program can be hazardous. Each volunteer is required to sign the Release and Waiver form before participating in the Adopt-A-Spot Program. A parent or legal guardian's signature is required for children under the age of eighteen.
3. *The adopting party must agree to indemnify and hold City harmless for any claims or suits resulting from damages, injury or death, incurred while or as a result of participating in the Adopt-A-Spot program.*
4. Adopting Party must agree to comply with all City, State and Federal laws, ordinances, rules and regulations.
5. Each participant is required to supply and to wear gloves and any other safety gear that the City of Tulsa recommends.
6. Costs associated with maintenance, including the cost of water, will be the responsibility of the Adopting Party. The Adopting Party and the Parks and Recreation Department

- and/or Streets and Stormwater Department will negotiate responsibilities and/or cost sharing on a case-by-case basis when substantial benefits to the general public exists.
7. Some tasks may require training. If applicable, the appropriate staff will notify you.
  8. Adopting Party will be responsible for the installation, maintenance and operation of irrigation systems and irrigation system additions in accordance with the Tulsa Parks standard specifications. All irrigation systems and system additions shall be installed by a licensed irrigation contractor, approved by the City prior to installation. Upon installation, the irrigation system will become the property of the City, but shall be entirely maintained by the adopting party during the term of the agreement. Irrigation systems shall not operate during wet and rainy weather nor shall they operate during freezing temperatures.
  9. As required, the adopting party shall adhere to the City's "Water Conservation/Rationing Procedures."
  10. Adopting party will submit a scaled plan, drawing, or sketch of any planned improvements denoting any landscaping, tree, irrigation, etc., to the Parks and Recreation Director and/or Streets and Stormwater Director for approval prior to their installation. Decision of approval will not be unreasonably delayed or withheld. All plans must be in accordance with the Tulsa Parks specifications.
  11. General Liability insurance in the minimum amount of \$1,000,000.00 is required if the adopting party will be utilizing motorized equipment or non-drip irrigation.
  12. Adopting parties providing only the services of picking up litter, ongoing general grounds maintenance, planting and maintaining trees or plant materials and using drip irrigation will not be required to possess general liability insurance.
  13. The Adopting Party may keep any proceeds derived from recycling materials cleared from the location during the cleanup or maintenance.
  14. The City of Tulsa and the Adopting Party both recognize and agree that in no event, shall the City of Tulsa have the right to supervise or to control the participant in performing the details of assigned work at the location adopted by the participant, in performing work. The participant shall be, at all times, an independent contractor, not an employee of the City.
  15. The Adopting Party should be aware that certain areas or irrigation projects may have special requirements, such as a general liability insurance requirement, additional safety equipment, etc. The Adopting Party will be notified when they apply if they have selected an area or project with special requirements and must satisfy those requirements before starting.
  16. If in its sole judgment, the City of Tulsa determines that the participant is not meeting the terms and conditions of the agreement, the City of Tulsa may terminate the agreement and remove the signs upon 30 days notice.
  17. This agreement may be modified in any manner at the sole discretion of the Director of Parks and Recreation and the Director of the Streets and Stormwater. The City of Tulsa reserves the right to terminate or review the Adopt-A-Spot Program at any time and for any reason at its sole discretion