



## **Mangaung Metropolitan Municipality**

# **Adopt-A-Park Policy**

**Final Draft  
(For Council Consideration and Adoption)**

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**EXPLANATORY NOTE**

Words with **strike through line**, e.g. ~~twelve months~~, indicate proposed **deletions** from 3<sup>rd</sup> Draft Version  
Words **underlined with solid line**, e.g. notice, indicate proposed **insertions** in 3<sup>rd</sup> Draft Version

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**PROPOSED POLICY RELATING TO ADOPTING OF PARKS**

**Table of Contents**

1. Vision of the Municipality
2. Policy Focus and Preamble
3. General Information
4. Definitions
5. Scope of the Policy
6. Purpose of Policy
7. Benefits of Adopting a Park
8. Areas to Adopt
9. Care for Adopted Areas
10. How to Get Involved
11. Policy Conditions
12. Terms and Conditions for Adoption
13. Training and Mentoring of Volunteers
14. Recognition
15. Training and Mentoring
16. Outdoor Advertising and Marketing
17. Consultation
18. Schedules

### 1. Vision of the Municipality

*Mangaung is attractive, safe, clean, green and healthy, and sought after by visitors and investors and to have an attractive environment with clean, well kept natural open spaces, parks and a well maintained built up environment.*

### 2. Policy Focus and Preamble

- 2.1 The Mangaung Metropolitan Municipality places a high value in the preservation and maintenance of their open spaces to ensure that MMM is attractive, safe, clean, green and healthy and sought after by visitors and investors.
- 2.2 The purpose of this policy is to involve Mangaung communities to protect and maintain MMM's parks and open spaces and to re-emphasize the importance of parks and open spaces to the broader community of Mangaung.
- 2.3 The specific objectives of the policy are as follows:
  - 2.3.1 To involve the public and private sector in the upkeep, development and maintenance of parks and open spaces;
  - 2.3.2 To educate the public about creating and reserving clean, green and safe parks for everyone;
  - 2.3.3 To support all sectors interested in improving and conserving our open spaces.

### 3. General Information

- 3.1 The Adopt-a-Park program allows a group of individuals from the community to adopt a specific park or specified location in a larger park to clean up through debris and litter removal. The Sub- Directorate Parks and Cemeteries will provide rubbish bags and collection of the litter bags after the clean up. The sub-directorate will also erect a sign recognizing the adoptive group at the park.
- 3.2 The Sub- Directorate Parks and Cemeteries may identify specific parks that will be part of the Adopt-a-Park program. Several city parks may be excluded from this list by the Sub- Directorate Parks and Cemeteries due to safety, economics, logistics, or other issues specific to park properties, including undeveloped parks. Large

parks may have specific areas designated for clean-up efforts. A maximum number of groups that can adopt one park may be designated due to size, usage, or other issues specific to a park.

- 3.3 Groups from the community are invited to participate in the program. Groups must have at least six individuals to be qualified for the program, and may include children and adults.

#### **4. Definitions**

In this policy, unless the context indicates otherwise –

- 4.1 **"Accounting officer"** shall mean the duly appointed the Mangaung Metropolitan Municipality (MMM) City Manager.
- 4.2 **"Adopter"** shall mean the individual or individuals, corporation, company, firm, business, partnership or public agency that applies to Adopt-A-Park or a portion of a park and with whom the agreement is made.
- 4.3 **"Agreement"** shall mean a fully executed agreement between the Municipality and the Adopter that incorporates the requirements of these rules allowing the adopter and its participants to perform duties. An agreement does not convey any property right or interest.
- 4.4 **"City Manager"** shall mean the duly appointed MMM City Manager, his designate or any person acting on his behalf.
- 4.5 **"CFO"** shall mean the duly appointed Chief Financial Officer of the MMM, his designate or any person acting on his behalf.
- 4.6 **"Community Based Organization (CBO)"** shall mean an organization of and driven mainly by private individuals from the relevant community, with representation of institutions which provide scientific, financial and social support. Such institutions may be assisted by tertiary educational facilities or private companies, government sub-directorates or the MMM.

- 4.7 “**Council**” shall mean the municipal council of the Mangaung Metropolitan Municipality.
- 4.8 “**Executive Mayor**” shall mean the duly elected Executive Mayor of the Mangaung Metropolitan Municipality or any person acting on his behalf.
- 4.9 “**HOD: Social Services**” shall mean the duly appointed Head of Sub-directorate of Social Services of the MMM, his designate or any person acting on his behalf.
- 4.10 “**Memorandum of Understanding**” shall mean a written agreement entered upon between Council and an individual or legal entity (group of people, company, organization or CBO) in accordance with foregoing communication.
- 4.11 “**MFMA**” shall mean the Municipal Finance Management Act, Act No. 56 of 2003.
- 4.12 “**Municipality**” shall mean the Mangaung Metropolitan Municipality.
- 4.13 “**Municipal Manager**” shall mean the duly appointed MMM City Manager, his designate or any person acting on his behalf.
- 4.14 “**Operational Plan**” means a series of work tasks agreed to by the Adopter and MMM. A copy of the operational plan shall be attached to the agreement.
- 4.15 “**Park**” shall mean a protected area, in its natural or semi-natural state or planted and set aside for human recreation and enjoyment or for the protection of wildlife or natural habitats. It may consist of rocks, soil, water, flora and fauna and grass areas.
- 4.16 “**Policy**” shall mean the MMM’s adopted Adopt-A-Park Policy.
- 4.17 “**Private open space**” means any land zoned private open space for the use as open space, garden, ornamental garden, playground, sport ground to which the general public has no right of access except with consent.
- 4.18 “**Public open place**” shall mean any land used by the general public as open space, park, garden, playground, recreation ground, sport ground, pleasure resort or square.

4.19 “**Supply Chain Management Policy**” shall mean the Mangaung Metropolitan Municipality Supply Chain Management Policy as approved by council on 1 September 2005 and as amended from time to time.

## **5 Scope of Policy**

5.1 Any volunteer group, identified as Adopters, may Adopt-A-Park or a portion of a park for the purpose of maintaining, preserving, developing and improving parks in the Municipality and any work activities as agreed to by the Adopter and the Municipality. The volunteers and partners to the program may include the following:

- Individuals.
- Neighbourhood Associations.
- Neighbouring community adjacent open space.
- Youth Groups.
- Schools.
- Churches.
- Business sector.
- Sport and Outdoor Clubs.
- Conservancies.
- NGO's.
- CBO's.

## **6 Purpose of Policy**

6.1 The policy is designed to encourage the community to work hands-on to help keep the Municipality's parks clean, safe and attractive through debris removal by various groups of individuals as volunteers.

6.2 The program offers the opportunity for people to get more involved in their community in a way that promotes civic pride, appreciation and awareness.

## **7 Benefits of Adopting a Park**

7.1 The benefits to both the Municipality and Community are a litter-free, attractive environment, recognition for the adopting volunteers and to contribute towards community empowerment and food security.

## **8 Areas to Adopt**

**8.1** The entire park, trail or particular area in a park can be adopted, including:

- Playgrounds
- Flower Beds
- Trees and Shrubs
- Undeveloped Park Land
- Sports Fields
- Cemeteries
- Courts
- Exercise Courses

## **9 Care for Adopted Areas**

**9.1** The volunteer groups can help to take care for adopted areas mainly in the following ways:

- Picking up litter
- Sweeping courts and pathways
- Raking leaves
- Reporting park hazards
- Removing graffiti
- Pulling weeds
- Cultivating flower beds, trees and shrubs
- Cultivate vegetable/food gardens/ community gardens

## **10 How to Get Involved**

**10.1** The Mangaung Metropolitan Municipality will announce the Policy and its program in public and introduce it to the broader community of Mangaung.

**10.2** The Business sector may be targeted by the Municipality as a priority and a platform will be established to engage with them and encourage them to adopt.

- 10.3** Anyone may show interest by completing **an Adopt-A-Park application form** (refer to Schedules) which is available at the Sub-Directorate Parks and Cemeteries Offices in Zola Buddstreet or on the Municipality website at [www.mangaung.co.za](http://www.mangaung.co.za).
- 10.4** The interested parties may also contact the Sub- Directorate Parks and Cemeteries of the Municipality to find out whether they offer an Adopt-A-Park program and whether the park they are interested in, is available.
- 10.5** Once the application is scrutinised and approved, it will be expected from the adopter to sign an agreement which will be binding for a particular period. (Refer to Schedules)

## **11 Policy Conditions**

### **11.1 General Requirements**

- 11.1.1 Anyone who wishes to adopt may contact the Municipality's **Parks Offices** situated at **Zola Budd Street, Bloemfontein**, at the number **(051) 412 7012** and ask for the name and number of the park or area they would like to adopt.
- 11.1.2 Receive and complete the Adopt-A-Park Application Form (Schedule 1), Adopt-A-Park Agreement (Schedule 3) and Volunteer Indemnity Form (Schedule 4) which are available at the physical address mentioned above or on the Municipality website at [www.mangaung.co.za](http://www.mangaung.co.za).
- 11.1.3 After assessment of the application, should the application be affirmed, the Parks Office will assign a park or area concerned to the group and contact the group to set up time to pick up equipment and receive training.
- 11.1.4 The Municipality will also award a Certificate of Adoption (Schedule 2) to the group as a token of appreciation and commitment towards the group's participation in the adopt-a-park program.
- 11.1.5 The Adopter may indicate a preference for a particular park or section of park in the application; however, applications will be processed on a first-come, first-served basis. If the particular park or section of park requested by the Adopter has already been adopted, the General Manager Parks and Cemeteries, in his or



her sole discretion, may allow multiple adopters, to adopt the same location, or may suggest an alternate location for adoption.

- 11.1.6 Once the location to be adopted has been determined, the Adopter and the General Manager Parks and Cemeteries will meet to create an Operational Plan. The Operational Plan will consist of a series of work tasks, agreed to by both the Adopter and the General Manager Parks and Cemeteries, to be completed by the Adopter during the term of the Agreement. The Operational Plan may include dates or time lines for completion of the work tasks. A copy of the Operational Plan will be ' attached to the Agreement.
- 11.1.7 An Agreement will be executed by the Adopter and the General Manager Parks and Cemeteries. The Agreement will list the specific requirements and obligations of the Adopter, its Participants, and MMM. No work is to be done in the park until the Agreement is fully executed. The Adopter should bring a copy of the Agreement to the work site when work is being performed.
- 11.1.8 Adoption period or term is for a period of one, two or three years but not exceeding three years.
- 11.1.9 Subcontracting or assigning work to any party other than a Participant, or hiring or paying a wage or salary for work done pursuant to the Operational Plan will be allowed.
- 11.1.10 The General Manager Parks and Cemeteries may terminate an Agreement for any reason including, but not limited to safety considerations, failure of the Adopter to perform the work described in the Operational Plan, or failure of the Adopter to comply with provisions of the Agreement. The termination notice shall be ~~issued orally~~ or in writing.
- 11.1.11 The Adopter may terminate the Agreement upon 30 days written notice to the General Manager Parks and Cemeteries.
- 11.1.12 An Adopter has the option of renewing the Agreement for subsequent terms subject to the approval of the General Manager Parks and Cemeteries. A request for renewal of the Agreement must be submitted in writing, signed by the

Adopter and submitted to the General Manager Parks and Cemeteries at least 30 days prior to the expiration date of the Agreement.

11.1.13 Not less than 30 days after any renewal of the Agreement, MMM and the Adopter will meet to review and make any changes to the Operational Plan. If at any time the Work Plan is amended, the updated version of the Operational Plan will be attached to the Agreement.

11.1.14 The Adopter shall not use the adopted park to display advertising signs or display or sell merchandise of any kind. The Notice board will be to give the necessary acknowledgement to the adopter and his logo or business's name may be advertised on the board. The acknowledgement sign is not intended as advertising or as a memorial. Items such as an internet address, website, or telephone number will not be allowed.

11.1.15 A park or area earmarked for urban agriculture activities ( based of suitable soil and water availability) and community gardens may be controlled or fenced off to secure the edible plants. Crops may be sold to the benefit of the adopters and the wider community.

### **11.2 Specific Requirements: Adopter and Participant Responsibilities**

11.2.1 The Adopter will be responsible and liable for the care, control, supervision and assurance of safety of all Participants. The Adopter must obtain signed copies of the waiver/ indemnity form provided by MMM from each Participant before the Participant performs any work tasks pursuant to the Agreement. The Adopter must submit the original signed waiver form to the General Manager Parks and Cemeteries within five (5) business days of receipt of the form. The Adopter must keep copies of the forms for its records.

11.2.2 The Adopter and each Participant must comply with and abide by all laws, rules, and regulations relating to safety and use of the park, and such other terms and conditions as may be required in the Agreement. At the discretion of the General Manager Parks and Cemeteries the Adopter or individual Participants may be excluded from participation in the program and/or the Agreement may be terminated for violation of the terms of the Agreement or these rules.

- 11.2.3 The Adopter will provide adult supervision at the work site by at least one Participant over 18 years of age.
- 11.2.4 Within 24 hours of any incident or accident occurring on the area of adoption , the Adopter is required to report to the General Manager Parks and Cemeteries any injury suffered by an individual while 1) performing work pursuant to the Operational Plan; or 2) present at the work site while work is performed pursuant to the Operational Plan. Upon report of an injury by the Adopter, the General Manager Parks and Cemeteries will provide the Adopter with an incident analysis report form which must be filled out and returned to the Sub- Directorate Parks and Cemeteries within 48 hours of the incident.
- 11.2.5 In addition to any other tasks provided in the Operational Plan, the Adopter is to pick up litter on a weekly basis and to conduct service projects at least two times a year. The General Manager Parks and Cemeteries may modify the minimum clean-up and service requirements included in the Operational Plan if, in the opinion of the General Manager Parks and Cemeteries, such modifications are warranted based on the condition and appearance of the adopted park.
- 11.2.6 The Adopter must agree to indemnify, defend, and hold harmless MMM and its officers, employees, agents and volunteers from and against any claim or demand for loss, liability, or damage, including claims for property damage and personal injury arising out of any activity undertaken by the Adopter or the Adopter's employees, officials, agents or volunteers on the premises of the Adopted Park and in performance of the Operational Plan.
- 11.2.7 Supplies, materials, and work area signs furnished by the General Manager Parks and Cemeteries on behalf of MMM will be obtained from and returned to the General Manager Parks and Cemeteries during regular business hours. The Adopter may furnish its own additional supplies for its exclusive use, at no cost to MMM.
- 11.2.8 The Adopter will be responsible for appointing or selecting a spokesperson to act as the representative of the Adopter in matters relating to the Agreement. The Adopter may change the spokesperson at any time by providing written notice of the change and contact information for the new spokesperson to the General Manager Parks and Cemeteries.

- 11.2.9 The Adopter will be responsible for placing litter and noxious weeds in trash bags furnished by MMM and for conducting other work activities as described in the Operational Plan.

## **12 Terms and Conditions for adoption**

- 12.1 Adoption period or term is for a period of one , two or three years but not exceeding three years (twelve months) and the period may annually be renewed or extended for another period of one year should the performance be found satisfactory by the Municipality after the Municipality has made its own evaluation.
- 12.2 Monitoring and maintenance of the park should be done on a weekly basis, usually at least once a week during the summer season and as weather permits in the winter season, at least once per month. Some sites may require additional time commitments.
- 12.3 The adopting group will be required to have a supervisor and additional members, for the purposes of managing the park.
- 12.4 The adopting group shall be required to annually meet with the Department of Parks and Cemeteries and the latter then to prepare a report which may be required to be submitted to the Head of the Department and the City Manger for evaluation purposes.
- 12.5 The Municipality will allow the adopting group's sign to be put up on the park or area to acknowledge the group's participation in the program. This advertising move must not be in conflict with the provisions of the Municipality's Outdoor Advertising By-laws.
- 12.6 The volunteers in the adopting group shall not be paid or receive any remuneration from MMM for their services of keeping the park.
- 12.7 Each individual in the group shall be required to conclude a volunteer indemnity form (Schedule 4) with the Municipality.

- 12.8** The adopting group, represented by the supervisor, shall be required to conclude an agreement (Schedule 3) with the Municipality, represented by Head: Social Development and the duration of the agreement so concluded should be in line with the period of adoption, that is, for a period of one year at a time.
- 12.9** Any volunteer in the group should be 21 years or above to participate and sign the volunteer indemnity form (Schedule 4) or if he/she are below 21 years, he/she can be represented by his/her parent or guardian.
- 12.10** The Municipality may provide necessary equipments upon request by the group.
- 12.11** The Municipality shall be mainly responsible for collecting and disposing of the refuse, mow lawn. And fixing irrigation systems in collaboration with the Adopter.
- 12.12** The Municipality will annually hold an event whereat the best performing groups will be honoured by awarded Certificates of Excellent Performance (Schedule 5) in recognition of their outstanding performance as far the program is concerned.
- 12.13** The Municipality shall, in its annual budget, allocate funds for the purposes of the program and the program should form park of the Municipality's Integrated Development Plan (IDP) projects.
- 12.14** Task guidelines for adopting groups must as and be provided for in the Adopt-a-Park Agreement (Schedule 3).
- 12.15** The Municipality shall welcome donations as part of the program and to raise funds for worthy park improvements. All donations and donor funding be managed in accordance with the MFMA.

### **13 Training and Mentoring of Volunteers**

- 13.1** Once the application is affirmed, all the volunteers in the group will be required to undergo a basic onsite and or in-house training , mentoring and general orientation by MMM – Parks and Cemeteries staff on how to execute their tasks for a period as determined by MMM.

**13.2** Volunteers should at least be able to read and understand, and shall further be required to comply with all the parks regulations, environmental issues as well as the health and safety requirements involved in their tasks.

## **14 Recognition**

**14.1** Recognition will be an integral part of this programme and the success will highly rely on what format the recognition will be.

**14.2** Recognition will be in the following forms:

14.2.1 Erecting of plaques or bill boards on the areas as to formally announce their partnership with the Municipality. The quantity of bill boards erected on a site will be allowed in accordance with the size of the area maintained or developed. The general criteria is as follows:

- An area equal and smaller than 5000 square meters – 1 billboard.
- An area from 5000 square meters to 10 000 square meters – 2 billboards.
- An area from 10 000 square meters to 20 000 square meters – 4 billboards.
- The maximum amount of bill boards that may be erected must not exceed 4 billboards.

14.2.2 Media coverage where the Executive Mayor of Mangaung will publically announced the contributors and recognizes their contribution with the necessary media coverage attached to that.

14.2.3 A formal Certificate of adoption and contribution towards the program, signed by the Executive Mayor and City Manager as a token of appreciation. (Refer to Schedules)

**14.3** MMM will design, furnish and erect a sign on the adopted park premises with the Adopter's name or acronym displayed. The sign will remain the property of MMM and will be removed by MMM upon expiration or termination of this agreement. The acknowledgement sign is not intended as advertising or as a memorial. Items such as an internet address, website, or telephone number will not be allowed.

## **15 Outdoor Advertising and Marketing**

**15.1** The organisation, business / individual or group will be allowed to erect an advertisement board on the area they have adopted. The wording and info displayed on the board need to be presented to the Municipality for scrutiny and final approval. All applications will be handled by the Office of the Head Planning. The layout, design and wording of the board/s must be uniform and be done in consultation with the Municipality. The revenue stream may also be influenced positively by this programme. The Adopt-A-Park Policy need to be aligned with the Outdoor Advertising Policy.

## **16 Consultation**

**16.1** All relevant MMM internal stakeholders must be consulted and a complete public participation process as per the Policy on the Development and Review of Policies and By-laws of 2012 must be followed. Adherence to the necessary environmental legislation and council by-laws are imperative.

## **17 Schedules**

Schedule 1 : Adopt-a-Park Application Form.

Schedule 2 : Adopt-a-Park Certificate.

Schedule 3 : Adopt-a-Park Memorandum of Understanding/Agreement.

Schedule 4 : Indemnity Form

Schedule 5 : Certificate of Excellent Performance