**Volunteer Program**

**Partnership Agreement**

**BETWEEN:** Parks and Open Space Division, Public Works Department, **(POS)**

City of Eugene, Oregon, an Oregon Municipal Corporation

**AND:**Delta Rotary **(Adoption Group)**

**PURPOSE:** To collaborate on the stewardship of Alton Baker Dog Park **(Adoption Site)**

**CITY OF EUGENE CONTRACT NO.: 2021-055**

1. **Agreement Intent**
2. The intent of this agreement is to facilitate, support and guide grassroots efforts to revitalize local parks and to build relationships between community members and parks and open space sites. Caring communities that invest in parks not only strengthen the social fabric of their neighborhoods and promote healthy lifestyles, they also serve as inspiring models for other neighborhoods and cities. Since a park both reflects and influences the character of a neighborhood, it is increasingly vital that the Eugene community builds a strong constituency devoted to helping keep our parks safe, clean and green through volunteering their time, talents and resources.
3. With a goal of creating productive, positive, and collaborative partnerships with our community partners, this agreement is intended to provide clarity in how we work together by defining roles, responsibilities and expectations.
4. **Adoption Group Agrees**
5. To collaborate with POS to create a two-year work plan (see Exhibit A), and to keep it current and reflective of both POS needs and the needs of the Adoption Group through annual reviews.
6. The purpose of this adoption is to help maintain and care for existing Adoption Site features, and not to add new features or amenities to the site.
7. To plan and carry out a minimum of four (4) stewardship events within the Adoption Site each year, providing POS with a schedule of project date(s) in advance and needed tools and supplies.
8. To appoint an Adoption Group Leader, who will be the primary point of contact for the Adoption Group, and to appoint a new Adoption Group Leader within 30 days when a previous Adoption Group Leader leaves that role.
9. That the Adoption Group Leader shall ensure compliance with this Agreement and the work plan.
10. Adoption Group Leader or designee will oversee Adoption Group activities, obtain signed waiver of liability (see Exhibit C), and help to promote the safety of all volunteers.
11. Adoption Group Leader also agrees to keep their contact information current with POS.
12. To adhere to all safety protocols contained in Exhibit D.
13. To adhere to all communication protocols contained in Exhibit B. The Eugene Outdoors Volunteer Coordinator will be the point of contact for all issues, questions and requests related to POS. All media inquiries and contacts received by the Adoption Group will be communicated to the designated Eugene Outdoors Volunteer Coordinator.
14. To report to POS the dates of projects, number of volunteers and hours worked, and materials used or removed, via the tracking form provided by POS. This form, along with the waiver of liability form, will be submitted to the Eugene Outdoors Volunteer Coordinator within one week of the completion of the project for group projects, and/or by the first of the month following the activity for individual work.
15. To make no permanent improvements, removals, or modifications to the Adoption Site (park) without explicit, advance written consent from POS.
16. To make no chemical applications in the Adoption Site (park). (Refer to the POS Pest Management Plan.)
17. That any solicitation of government or private foundation grants, corporate sponsorship, private philanthropic support, or in-kind contributions will be coordinated in advance with POS.
18. Never to represent or construe its status to be that of an agent or employee of the City of Eugene, nor shall it be eligible for any employee benefits. Adoption Group members shall have no authority to make any binding commitments or obligations on behalf of the City of Eugene or the POS Division.
19. To allow POS to display the Adoption Group name and contact information and project dates on the City of Eugene, POS website.
20. To adhere to all state and county mandates as related to COVID-19, including requiring masks, limiting gathering size, and postponing or cancelling events.
21. **Parks and Open Space (POS) Agrees**
22. To supply equipment, tools, and materials, on an as-available basis, needed to complete agreed upon projects. The level of support from POS (including tools, equipment and materials) will be discussed and agreed upon a minimum of ten (10) working days prior to any scheduled project. However, these resources will be distributed on a first come, first served basis (among all adoption groups), which makes advanced planning essential for adoption groups.
23. To help strengthen and support the Adoption Group through trainings, celebrations, and facilitated networking so that Adoption Group members can learn from each other and be stronger collectively.
24. To collaborate with the Adoption Group to engage and encourage further participation in the Adoption Group’s events by the community.
25. To share outreach documents with the Adoption Group in a timely manner. (See Communication Protocol, Exhibit B.)
26. To collaborate with the Adoption Group to create a two-year work plan (Exhibit A), and to keep it current and reflective of POS needs and the needs of the Adoption Group through annual reviews.
27. To continue to perform basic maintenance services in the parks, remove any reported illegal dumps and address safety concerns.
28. To make adoption group aware of state and county mandates as related to COVID-19, including requiring masks, limiting gathering size, and postponing or cancelling events.
29. **Term, Termination and Amendments**
30. This Agreement:
31. Shall be valid for two (2) years from the effective date (signed by both parties).
32. Supersedes all prior agreements, either oral or written between parties.
33. May be amended at any time by mutual written agreement signed by both parties.
34. May be terminated by POS in the event of change of budget authority, reprioritization of programs within POS, changes in rules, laws or other unforeseen circumstances with 30 days written notice.
35. May be renewed for one additional two (2) year period by mutual written agreement signed by both parties and is subject to development of a new work plan.
36. **Indemnification**
37. Adoption Group agrees to hold harmless, defend and indemnify POS from and against any claims for personal injuries or property damage occurring on the adopted site by volunteers during volunteer activities.
38. **Contact Information**
39. Parks and Open Space Division (POS):

 Volunteer Program Coordinator: Danielle Klinkebiel

 1820 Roosevelt Blvd., Eugene OR 97402

 Cell Phone: (541) 510-9318 Desk phone: (541) 682-4831

 Email: dklinkebiel@eugene-or.gov

Adoption Group: Delta Rotary

 Volunteer Leader: Gael Coyle

 Home Address: 1274 Brickley Road

 Cell Phone: 703-919-8791

 Email: Coylebud@gmail.com

 Alternate Contact: Terri Baker

 Home Address: 2880 Chad Drive

 Cell Phone:541-221-3661 Home phone:

 Email: tbaker@oregoncommunitycu.org

1. **Attachments**
2. The following attachments to this agreement are incorporated herein:
3. Exhibit A – Two-year Work Plan
4. Exhibit B – Communication Protocols
5. Exhibit C – Waiver of Liability
6. Exhibit D – Safety Protocols

The parties agree this document is effective as of the day and year signed below.

**City of Eugene Parks and Open Space Division, Abcam**

**Volunteer Program Adoption Group**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Craig Carnagey, Director , Adoption Group Co-Leader

 Parks and Open Space Division

 City Eugene, Public Works Department

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 , Adoption Group Co-Leader

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **EXHIBIT A2020-2022 Work Plan****Delta Rotary/Alton Baker Dog Park** |
| **DEVELOPED PARK**  |   |   |
| **Objectives/Tasks:** | **Description/Project Scope:** | **Timeframe:** | **EO Support:** |
| *(EXAMPLE: Weeding the Rock Garden & landscape beds)* | *(EXAMPLE: Keeping the rock garden and three landscape beds free of weeds immediately adjacent to the restroom facility. May add plant materials as needed)* | *(EXAMPLE: First Saturday of March, June, Sept. and Dec.)* | *(EXAMPLE: Coordinate the use of hand tools and purchase of additional plant materials)* |
| Invasive control: Foxtail Barley  | Push mow [and bag] fox tail barley along Autzen/eastern side of park | June thru August | Provide mowers, haul off plant debris. |
| Invasive control:Blackberries | Blackberry removal | Ongoing | Provide tools and haul off plant debris. |
| Restock poop bag dispensers | Keep dog bag dispensers stocked.  | Ongoing | Provide lock box and stocked. |
| Mulch tree wells | Weed areas around trees and cover with wood chips. | As needed | Provide wood chips, wheelbarrows, and tools. |
| Maintain furnishings | Kiosk (remove staples, repaint, moss off roof), Drinking fountain (repaint), benches (replace boards and repaint); wood chip path to concrete bench. | As needed | Provide paint and supplies. |
| Fence repairs | Replace wire fencing fabric, replace posts  | As needed | Provide fencing material. |
| Maintain entryways | Keep entryways weeded and grubbed out; With staff support: new concrete pads at 2 entrances | As needed | Provide tools and concrete. |
| Path maintenance | Re-gravel sections of path where  | Depending on staff support | Staff support. |
| Shelter maintenance and concrete pad | Redo concrete pad, power wash. |  Depending on staff support | Provide equipment and concrete. Staff support. |

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| **EXHIBIT A** **2020-2022 Work Plan****Delta Rotary/Alton Baker Dog Park** |
| **ACTIVITIES** | **January** | **February** | **March** | **April**  | **May**  | **June** | **July** | **August** | **September** | **October** | **November** | **December** | **Comments:** |
| Barking/Chipping Path |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Branch Pick up |   |  |   |   |   |   |   |   |   |   |   |   |  |
| Blackberry Removal |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Blowing/Raking Leaves |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Celebration/Event |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Data Management |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Debris Removal  |   |  |   |   |   |   |   |   |   |   |   |   |   |
| Digital Photo Monitoring |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Edging Turf |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Education / Outreach |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Fence Installation |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Fence Repair |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Fertilizing |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Graffiti Removal/Abatement |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Gravel Paths/Trails |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Habitat/Species Monitoring |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Invasive Species Removal  |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Ivy Removal |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Leaf Removal |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Light Pole Cleaning |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Litter Pick Up |   |  |   |   |   |   |   |   |   |   |   |   |   |
| Mowing Turf |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Mulching |   |  |   |   |   |   |   |   |   |   |  |   |   |
| Paint Benches |   |  |   |   |   |  |   |   |   |   |  |   |   |
| Paint Other Amenities |   |  |   |   |   |   |   |   |   |   |  |   |   |
| Paint Picnic Tables |   |  |   |   |   |   |   |   |   |   |  |   |   |
| Paint/Clean Playground Equipment |   |  |   |   |   |   |   |   |   |   |  |   |   |
| Paint Restrooms |   |  |   |   |   |   |   |   |   |   |  |   |   |
| Park Watch |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Pick Up/Deliver Plant Material |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Planning/Project Coordination |   |  |   |   |   |  |  |   |   |   |   |   |   |
| Planting Trees |   |   |   |   |   |   |   |   |   |   |   |   |   |
| **EXHIBIT A** **2020-2022 Work Plan****Delta Rotary/Alton Baker Dog Park** |
| **ACTIVITIES** | **January** | **February** | **March** | **April**  | **May**  | **June** | **July** | **August** | **September** | **October** | **November** | **December** | **Comments:** |
| Planting Shrubs |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Playground Maintenance "Chip" |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Playground Maintenance "Sand" |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Power Washing |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Pruning Trees |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Pruning Shrubs |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Repairing Irrigation |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Staffing Informational Tables at Events |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Tool Maintenance |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Tree Well Conversion |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Tree Well Maintenance |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Vegetation Corridor Maint. (trails) |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Weed-Whacking |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Weeding Landscape Beds |   |  |   |   |   |   |   |   |   |   |  |   |  |

**EXHIBIT B**

**Communication Protocols**

**Intent**

This document will clarify how volunteers or adoption groups should communicate with Eugene Outdoors (EO) and Parks and Open Space (POS) staff. Communication between POS staff and volunteer or adoption groups will always be directed through a designated contact.

**EO/POS Designated Contact Person:**

The designated volunteer coordinator, listed above, for your site will be your contact for all communication with POS. This person shall field all questions, calls, emails or other communication during your adoption. Communication to other POS staff will be redirected to your designated volunteer coordinator.

The alternate contact is listed here: <https://www.eugene-or.gov/495/Volunteer> or you may email: Eugeneparkvolunteers@ci.eugene.or.us

*Community Engagement Supervisor*:

Molly Monette office: 541.682.4814 email: mmonette@eugene-or.gov

**Adoption Group Contact Person:**

Each Adoption Group will designate a primary and secondary contact. Communication regarding potential projects, activities, tools, materials, media contact, or any other topics will be directed from the Adoption Group primary contact to designated volunteer coordinator and vice versa. The secondary contact will serve as an alternate to the primary contact during cases of long term unavailability (vacation, long term illness, etc.).

**City of Eugene**

**Volunteer Program**

**Sign-in and Release from Liability Agreement**

**Project Location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Volunteer Lead \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In consideration of the right to participate in this activity, I release the City of Eugene, its officers, agents and employees from and against any and all claims for injury or damage suffered by me or my minor child as a result of participating in this event. I further understand that there are certain risks inherent in this activity and that proper training and physical conditioning are necessary. I hereby agree to assume those risks on my behalf or on behalf of my minor child. I understand that the City of Eugene reserves the right to photograph volunteer activities.

**My signature below represents my understanding and agreement to these terms.**

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| **Name (*please print*)** | **Signature**  | **E-mail**  | **Time In** | **Time Out** |
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| **Name (*please print*)** | **Signature** | **E-mail**  | **Time In** | **Time Out** |
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 \_\_\_\_\_\_ gravel (cubic yards) \_\_\_\_\_\_ trees pruned \_\_\_\_\_\_ mulch (cubic yards)

 \_\_\_\_\_\_ invasive veg. removed (cubic yards) \_\_\_\_\_\_ right-of-way trees planted \_\_\_\_\_\_ paint (gallons)

 \_\_\_\_\_\_ garbage (cubic yards) \_\_\_\_\_\_ trees and shrubs planted \_\_\_\_\_\_ trail/path (feet)

**Safety Protocols for Volunteers**

Eugene Outdoors wants every volunteer to wake up the morning after a project feeling great about volunteering. Therefore, **safety comes first**, then comes enjoying yourself while getting plenty of work done! One of the crucial roles of a Volunteer Leader is to clearly explain the expectations regarding safety before every event and then to watch for and correct unsafe practices.

**All volunteers need to sign a waiver of liability prior to starting work**

**to protect themselves and others in the case of an accident.**

The most common safety issues are listed below and need to be discussed with volunteers before beginning work on a project.

1. **Tools:**
	1. Keep a safe distance from other workers.
	2. Carry tools with the heavy or sharp end near the ground (rather than over a shoulder).
	3. Wear personal protective equipment (PPE) when using power tools, and consult with City staff prior to use. Specialty equipment requires prior training by City staff.
	4. Use the right tool for the job.
2. **Hazardous objects that may be found:**
	1. Do not handle hypodermic needles or unidentified liquids, containers, or objects. Flag the object, and notify the Volunteer Leader or Volunteer Coordinator.
3. **Moving objects:**
	1. Roads and bike paths are both transportation corridors that require caution. Please pay attention when near them, and make sure caution signs are in place.
	2. Safety vests are required if working on or adjacent to roads or bike paths.
4. **Environmental conditions:**
	1. All volunteers must monitor their physical condition during periods of extreme temperatures (hot or cold); must remain aware of their surroundings (for example, not remaining under trees in high winds); must ensure that their footing is secure when near a drop-off or river bank; and must monitor themselves for signs of exhaustion, which may lead to injury of self or others.
	2. If a conflict arises with other park users, be respectful and always put safety first.
5. **Power Equipment** - There is a label on each of our power tools indicating what personal protective equipment (PPE) is required for each tool. Note that some specialty equipment requires training prior to the day of the project.
6. **Sharps Container –** Your group will receive a sharps container in your Volunteer Leader tool kit, and we will train leaders on how to safely handle syringes.
7. **Safe Distances -** Stand more than 12 feet apart from shoulder to shoulder when working with long-handled tools or cutting blackberries. For planting trees volunteers will be much closer, and when using weed eaters or hedgers, the safe distance apart will increase. Please be aware and use common sense. This is a critical practice for preventing injuries.
8. **Unidentified objects -** Please use caution in handling all found objects! Beverage containers are the most common form of litter. Do not handle those that have liquid in them. Any object, especially a piece of pipe or even a tennis ball, can be used to construct an improvised explosive device (IED). If you don’t recognize or are uncertain about an object, please do not handle it, and notify the Volunteer Coordinator or Leader immediately.
9. **Other Park Users** – Parks and natural areas across the country are increasingly being used for illicit behavior ranging from camping to drug and alcohol abuse. Eugene is no exception. Campers are also keeping off-leash dogs. If you should encounter a camp, whether it is occupied or not, please avoid it, and let your leader/coordinator know about its location.
10. **Conflicts –** If it appears that your project is in conflict with another park use at the same time and place, please do your best to find a workable solution. Call your EO Volunteer Coordinator, per Communication Protocols, or leave the area if problems persist.
11. **First Aid -** There must be a first aid kit available at all projects. The City of Eugene will offer free first aid and CPR training to all volunteer leaders.
12. **Available Resources** - EO will provide a first aid kit for scratches and other minor injuries. For treatment, assistance and guidance about a more serious injury that is not life-threatening, call MedExpress at 541-228-3111 (reference the MedExpress Symptoms sheet). Your safety and that of your volunteers are extremely important to us.
13. **Medical emergencies:** Call 911 if the injured person requests an ambulance, or if:
	1. There is profuse bleeding that doesn’t stop when pressure is applied
	2. Someone loses consciousness
	3. Someone is short of breath and having pains in the torso
	4. Someone is disoriented from a fall or from heat stress
14. **Other reasons to call 911:**
	1. If there is someone who appears to be threatening others either with a weapon or with aggressive behavior. The Eugene Police will have your location if you call on your cell phone.

**The City of Eugene Parks and Open Space Volunteer Program has never had to call 911, but we are providing guidance just in case. Your safety is extremely important to us.**