

RESOLUTION NO. 649

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
REPLACING POLICY NO. 05-04 "ADOPT-A-STREET/PARK" WITH ESTABLISHED
POLICIES AND PROCEDURES TO GOVERN FRIENDS GROUPS**

WHEREAS, the City of University Place consists of citizens who are deeply committed to various park sites throughout the City; and

WHEREAS, the City wishes to encourage these groups in their activities and provide them recognition in an organized way; and

WHEREAS, both Friends Groups policies and Adopt-a-Park policies contained inherent relationships, over-laps and potential conflicts; and

WHEREAS, the City of University Place wishes to provide clear and consistent guidance for these groups;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Establish the Attached Policies and Procedures to Govern Friends Groups. Volunteer groups wishing to commit to a specific park site for a significant length of time can follow the procedures identified in the attached packet to formalize their relationship as a Friends group identified with a specific park site.

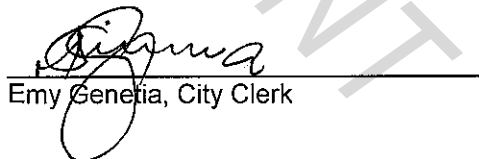
Section 2. Replacement of Existing Policy. Replace the existing Policy 05.04 "Adopt-a-Street/Park" with the policies and procedures governing Friends Groups.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON JULY 19, 2010.


Debbie Klosowski, Mayor

ATTEST:


Emy Genetia, City Clerk

City of University Place Policies & Procedures
Section: 05.04 Friends Groups

1. PURPOSE

This document establishes policies and procedures for volunteer groups wishing to commit to a specific park site or public right-of-way for a significant length of time to formalize their relationship as a Friends Group identified with a specific park site or public right-of-way (does not include arterials or city streets).

2. POSSIBLE EXPOSURES

Community service programs such as Friends Groups allow organized groups of citizens to contribute to the City by committing to a specific park site or public right-of-way, and agreeing to improve it through litter pick-up, maintaining flower beds, painting and other manual labor. Volunteers engaged in these programs may suffer injury while performing these duties. Volunteers may cause injury or property damage while performing the duties. Either may result in potential liability claims against the City.

3. POLICIES

- Friends Groups will encourage participation and provide an inclusive environment for citizens from all segments of the community.
- Park-specific Friends Groups will be reviewed annually by the City's Parks & Recreation Director/Manager to ensure continued conformance with the Agreement. Friends Groups associated with a specific public right-of-way will be reviewed annually by the City's Parks and Public Works Director to ensure continued conformance with the Agreement. Should a Friends Group fail to continue with work parties each year, the City has the right to revoke their designation as a Friends Group.
- Updates and regular reports regarding Friends Groups activities will be made by either the Parks & Recreation Director/Manager or Parks and Public Works Director to the City Council as requested.
- Friends Groups must agree and comply with the City's adopted vision/ master plan for the site they are adopting.

4. PROCEDURES

Interested groups will start out first as volunteers. The process to be designated as a Friends group will be as follows:

- 1a. If volunteers wish to commit to a specific park site, they approach City Parks staff. A formal agreement (Exhibit A) will initiate this relationship.
-or-
- 1b. If volunteers wish to commit to a specific public right-of-way, they approach the City Parks and Public Works Director. A formal agreement (Exhibit A) will initiate this relationship.
2. Volunteers must sign a Release Form to participate in the program (Exhibit B).
3. The group participates in scheduled volunteer work events for a minimum of 1 year.*

* Such events include Parks Appreciation Day - April, Make A Difference Day-October, and one special volunteer park related work project (to be determined with Parks staff) to include actual activities such picking up litter, planting flower beds, spreading bark, installation of parks equipment, landscape and other work within the designated park or public right-of-way sites in accordance with Agreement.

City of University Place Policies & Procedures
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- 4a. After a year of active involvement at a specific park site, City Park staff will forward a request to the PARC Commission and report on these activities with a request that the volunteers receive formal designation as a Friends group. Proceed to Step 5.

-or-

- 4b. After a year of active involvement at a specific public right-of-way, City Parks and Public Works Director will forward a recommendation to the City Council that the volunteers receive formal designation as a Friends group. This is the final step.
5. Based on information from City Parks staff, PARC Commission makes a recommendation to City Council, which can be approved as part of the consent agenda.

The City retains the right to make changes to these policies and procedures at any time.

**CITY OF UNIVERSITY PLACE
"FRIENDS GROUP" AGREEMENT**

This Agreement is made and entered into between the City of University Place, hereinafter called the "City," and _____, hereinafter called the "Volunteers".

City resolution number XXX authorizes the City to establish a City-wide "Friends" program; and the Volunteers wish to contribute toward the effort to provide maintenance support and enhance the quality of the public rights-of-way, parks, and recreation system within the community.

The City does hereby grant the Volunteers permission to participate in the "Friends" program by participating in a minimum of three yearly scheduled volunteer work party events: such as Parks Appreciation Day (April), Make a Difference Day (October), and one special volunteer park-related work project (to be determined) engaging in such activities as picking up litter, planting flower beds, spreading bark, installing parks equipment, landscape work, and other work within the designated park in accordance with the following terms and conditions:

The Volunteers do hereby agree:

1. To conduct parks or public right-of-way maintenance support in a safe manner and comply with any conditions as may be required by the City for the safety of the participants. Safety of the participants is the number one priority of the program.
2. To assign a leader to the park or public right-of-way maintenance support crew. The crew leader shall have a copy of this Agreement with him or her during the clean-up.
3. To participate in at least three volunteer sponsored work days per year at parks as coordinated through a designated city staff person such as Parks Appreciation Day (April), Make a Difference Day (October) and specific volunteer work parties at their designated park.

4. To provide letters of support or testimony of support in terms of cooperation and collaborative efforts with the City and community for the purpose of grant acquisition.
5. The Volunteers shall furnish supervision by one or more adults for every eight (8) minors (less than 18 years old) participating in the parks or public right-of-way maintenance activity.
6. To obtain supplies and materials from the City during regular business hours.
7. To call 911 (Police/Fire Emergency) in the event of any emergency during the park or public right-of-way maintenance activity. Participants who find anything that is hazardous or suspected to be hazardous will not touch it, but will flag the item for disposal by the proper authorities.
8. Participants will not pick up syringes, hypodermic needles, condoms, or 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.
9. Participants will not be allowed to operate power equipment or heavy machinery/vehicles. If power equipment or heavy machinery is required, then City staff will provide and operate such equipment.
10. To provide the City a roster (sign-in sheet) of individual participants in the parks or public right-of-way maintenance activity within three (3) working days after the event.
11. The crew leader will report any injuries incurred by participants during park or public right-of-way maintenance activities to the City within two working days of the injury. Notification will be provided on Incident/Accident Report Form furnished by the City.
12. To return to the City within three working days the equipment and materials furnished by the City.

The City agrees to:

1. Furnish and install a "Friends" sign if requested with the Volunteers name or acronym. The sign will be installed in the park or public right-of-way for which the Volunteers are responsible.

2. Furnish the Volunteers necessary equipment, safety equipment, and tools.
3. Assist the Volunteers if necessary, i.e., when large, heavy, or dangerous items are found.
4. Provide the Volunteers materials as necessary to enable the participants to perform their donated services.
5. Maintain necessary records required to secure medical aid benefits under RCW chapter 51.12.035 for participants.
6. Support publicity efforts regarding park work parties and events using finalized materials provided by Friends groups on city media venues as time and space become available.

The City recommends that Volunteers have a first aid kit available at the park or public right-of-way site. The City also recommends the Volunteers have a cellular phone or radio at the park or public right-of-way site.

The City may suspend this Agreement temporarily because of construction in the assigned area. After the construction is complete the Volunteers will be notified and the Agreement restored.

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 Volunteers on a 30-day written notice. Upon termination of this Agreement the "Friends" sign will be removed and remain the property of the City.

Assigned Park Name: _____

City of University Place
3715 Bridgeport Way West
University Place, WA 98466
253-566-5656

Name of Organization

Address

<hr/>		
<i>Date of execution</i>	<i>City, State, Zip</i>	
<hr/>		
<i>Date of termination</i>	<i>Name of organization contact</i>	
<hr/>		
<i>Approved as to Form Only:</i>		
	<i>Home address</i>	
<hr/>		
<i>City Attorney</i>	<i>City, State, Zip</i>	
	<i>Day phone</i>	<i>Evening phone</i>
<hr/>		
<i>Parks & Recreation Director/Manager</i>	<i>Signature of Organization Contact</i>	
	<i>Title</i>	

**CITY OF UNIVERSITY PLACE
"FRIENDS GROUP" VOLUNTEER
RELEASE, WAIVER AND HOLD HARMLESS**

The City of University Place "Friends Group" program is for volunteers who donate their time to help keep the City public rights-of-way and parks safe, clean, and inviting. Participants are advised that working in a City park or public right-of-way can be hazardous. Participants shall exercise proper care in performing their maintenance activities. Participants must wear the appropriate clothing for their tasks, such as long pants and a long-sleeved shirt, and thick-soled boots or shoes.

Participants may be entitled to receive full coverage for medical treatment required for injury incurred during participation in the "Friends Group" program under the medical aid provisions of the Worker's Compensation Act, which is administered by the Department of Labor and Industries, but not for loss of time because of injury or illness, or for lasting disability or death.

As a volunteer for the City of University Place I agree to follow all of the rules outlined in the "Friends Group" program policy. I acknowledge that City personnel will provide direction either through the Friends Group leader or through limited supervision regarding my duties as a volunteer. I will use all provided equipment appropriately and follow all safety practices.

I am aware that the work contemplated in the "Friends Group" program involves certain risks of physical injury and death. Being fully informed as to these risks and in consideration of being given the privilege to participate in the "Friends Group" program, I hereby, on behalf of myself and my heirs, assume all risks in connection with my participation in this program and I further hold harmless the City of University Place, its officials, employees and agents for any injury or damages which may occur to me while I am participating in this program and I waive any right to bring claim or lawsuit against them for any such injury, damage or death. Furthermore, I agree to hold harmless, defend and indemnify the City of University Place, its officials, employees and agents from any and all claims and lawsuits for

injury, loss, or damage to other persons or entities which may arise in the future as a result of or in connection with my participation in the "Friends Group" program except for injuries or damages caused by the sole negligence of the City. I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this program.

Signature of Participant

Date

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 "Friends Group" 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 University Place, 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 "Friends Group" program.

Signature of Participant

Date

Signature of Guardian

Date

(If participant is less than 18 years old)