

**City of Raleigh Parks, Recreation and Cultural Resources Department**

# **Adopt-a-Park Program**

**Edna Metz Wells ( Special Park 14), Forest Road (Open space 15),  
West Park Drive (Open space 31), Smallwood Drive (Open space 38)**

## **VOLUNTEER AGREEMENT**

**2014**

THIS AGREEMENT, made this 15<sup>th</sup> day of January 2014 by and between the City of Raleigh Parks, Recreation and Cultural Resources (Department) and Charlie Madison representing the Cameron Park Neighborhood (Citizen Volunteer).

### WITNESSETH:

WHEREAS, the City of Raleigh has the responsibility for landscaping and general maintenance of public parklands identified above located in Raleigh, North Carolina:

WHEREAS, the city of Raleigh Parks and Recreation Department encourages public participation and support in landscaping and maintaining public parklands; and

WHEREAS, the Citizen Volunteer has through past action and/or expressed interest, assisted the City of Raleigh Parks and Recreation Department with landscaping and maintenance of; and

WHEREAS, both the Citizen Volunteer and the Department desire to establish a mutually beneficial relationship, hereby enter into an agreement regarding their respective responsibilities for landscaping and maintenance of the designated parkland as follows:

### TERMS OF AGREEMENT:

1. **TERM:** this agreement shall commence on the date of acceptance by both parties and shall expire one year from the date of execution. This agreement may be terminated by the Department if it is determined that the Citizen Volunteer has failed to abide by the terms of the agreement. This contract can be terminated by either party upon written notification thirty (30) days prior to the proposed date of termination.
2. **DESCRIPTION:** this agreement shall pertain only to the designated as described below. No work by the citizen volunteer shall occur in any other City parkland without prior approval of the Department.

**Designated Areas:**

1. **Edna Metz Wells Special Park**, 923 W. Johnson St., Raleigh, NC
2. **Forest Road Open Space** located between Forest Road and Forest Drive, Raleigh, NC
3. **West Park Drive Open Space** located between East and West Park Drives, Raleigh, NC
4. **Smallwood Drive Open Space** located between Smallwood Drive and W. Peace St., Raleigh, NC

Project Description(s):

**Edna Metz Wells**

**Short – Term Projects**

**Project 1: Eradication of Invasive Plant Species**

This project involves the control/eradication of invasive plant species: bamboo and poison ivy. The Citizen will identify desirable plant species in the park and work with Parks Labor Supervisor to control invasive plants. Any chemical control applications must be performed by Parks staff.

**Project 2: Selective Pruning for Visibility**

This ongoing project involves selective pruning of vegetation along the creek to provide visibility to the interior of the property.

**Project 3: Renovation of Deadfall Area**

This ongoing project involves general clean-up of the “deadfall” area in the park.

**Forest Road**

**West Park Drive**

**Smallwood Drive**

**Maintenance of Invasive Plant Species**

This ongoing project involves the control of one particular plant species: English ivy. The Citizen will identify desirable plant species in the park and work with Parks Labor Supervisor to control invasive plants. Any chemical control applications must be performed by Parks staff.

3. **LANDSCAPING:** the following shall apply to the landscaping of the designated area by the Citizen Volunteer:

- a) Plant material selection shall be approved by the City Parks Labor Supervisor (who may receive approval by Division staff as budget allows) prior to installation.
- b) The installation of all approved plant material shall conform with accepted horticultural industry standards and practices.

- c) Installation shall be scheduled through the Parks Labor Supervisor and Parks and Recreation Volunteer Director to insure that planned activities of the Citizen Volunteer do not conflict with other scheduled uses of the park.
- d) If this agreement is terminated, the Department will assume maintenance of areas landscaped by the citizen volunteer.

4. MAINTENANCE: the following shall apply to maintenance of all installed items (landscaping and structures) at the designated area by the Citizen volunteer:

Citizen Volunteer

- a) The project shall be maintained with the Citizen volunteer and consultation with the Parks Department.
- b) The Citizen Volunteer shall assist the Department by arranging periodic work days to insure that the areas are clean of trash, debris, and weeds.
- c) The Citizen Volunteer shall assist the Department with other maintenance as identified by both parties.
- d) Maintenance shall be scheduled through the Parks and Recreation Volunteer Director to insure that planned activities of the Citizen Volunteer do not conflict with other scheduled uses of the park.

City of Raleigh Parks and Recreation Department

- a) The Department may provide the volunteer with soil, mulch, seed, plants, and other materials as may be determined appropriate for establishment and maintenance of the project areas as budget allows.
- b) Weed control is limited to hand weeding by the Citizen Volunteer. No chemical weed control shall occur by the Citizen Volunteer per the Department's Pesticide Management Policies.
- c) The Department shall provide assistance by the Parks Labor Supervisor in the form of general information and assistance in development and execution of the proposed projects.

d) The Department will continue to provide ongoing maintenance of the designated areas to include, but not limited to:

- 1) Mowing of turf areas will occur on the normal schedule rotation for park district,
- 2) Edging and trimming of turf along curbs, sidewalks and vertical elements,
- 3) Tree maintenance,
- 4) Refuse collection,
- 5) Control of invasive plants with volunteers at least twice a year,
- 6) Trail maintenance,
- 7) Inspection and repair of bridges and guardrails,
- 8) Maintenance of park furniture (picnic tables, benches),
- 9) Leaf removal,
- 10) Sign maintenance and repair, and
- 11) Graffiti removal

**Dog Waste Project Description at Park Drive**

The Citizen Volunteer project shall consist of the following:

1. Citizen Volunteer will provide and restock baggies in the dog waste bag dispenser. The Citizen Volunteer will solicit donations of plastic bags from department stores, grocery stores, news publications, etc. or purchase bags at their own expense to restock the dispenser.
2. Citizen Volunteer will notify the Department of any needed repairs and/or maintenance of the installed dog waste collection station.
3. Citizen Volunteer will include City code language about the responsibilities of dog owners in their newsletter.

City of Raleigh Parks and Recreation Department

1. The Department will maintain and repair the installed dog waste collection station based on routine staff inspection and/or notification from the Citizen Volunteer.

RELEASE AND INDEMNITY

WHEREAS, the undersigned has requested to work upon property belonging to and under the auspices of the City of Raleigh, North Carolina; and

WHEREAS, the undersigned agrees to do so at his own risk and recognizing the possible and inherent danger to his person or property resulting there from; and


WHEREAS, the City of Raleigh does not wish to be liable for any damages arising from personal injury or property damage sustained thereby;

NOW, THEREFORE, In consideration of mutual promises and other good and valuable consideration, the undersigned does hereby for himself and personal representatives:

- A. Assume full responsibility for any personal injury or any damage to his property, which may occur, directly or indirectly, in the course of landscaping or maintaining the designated areas as described above.
- B. Fully and forever release, and discharge the City of Raleigh, its agents and employees, from any and all claims, demands, rights of action or cause of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above-described activity.
- C. Agree that it is the intent of the undersigned that this Release and Indemnity Agreement shall be in force and effect any time after the execution hereof.

EXECUTION

The parties hereby agree by their signatures to the terms of this agreement as stated above:

  
Volunteer Contact Signature / Date Charles M. Madison 1/15/2014

  
Email Address/ Phone Number

  
Mailing Address, City, State, Zip

  
Authorized Department Signature/Title/ Date Parks Supt. 1/15/14

WAYNE W. SCHINDLER