

BEAR CREEK GREENWAY ADOPT A GREENWAY AGREEMENT

PURPOSE:

Jackson County, on behalf of the Bear Creek Greenway Joint Powers Committee, has determined there is a beneficial interest to enter into an Adopt-a-Greenway (AAG) agreement with an organization(s) or business(es) to provide volunteer services to achieve facility goals.

PARTIES TO THIS AGREEMENT:

This agreement is entered into between Jackson County and **SISKIYOU VELO**, (Organization).

Multiple persons involved in this Adopt-a-Greenway agreement shall be listed on the attached Adopt-A-Greenway Agreement Group Form. Names will be added to the Group Form if new members join the activities as described in Attachment A and B.

DURATION OF THIS AGREEMENT:

This agreement shall remain in effect from **FEBRUARY 2020** until **FEBRUARY 2021** unless terminated by either party upon 30 days written notice to the other, with a minimum adoption period of one (1) year, or unless terminated by Jackson County at their discretion without written notice.

AMENDMENT:

The duration, frequency of services, and type of services provided may be modified in whole or part as conditions warrant. Such changes in scope and nature of this agreement shall be mutually agreed upon in writing by both parties and made an attachment to this agreement. Agreement to changes in the scope of this agreement may be one-time, project specific or may last for the duration of the agreement.

AGREEMENT:

- 1) All projects, improvements, programs, and scheduled events outside of previously agreed-upon maintenance shall be approved by Jackson County a minimum of seven days in advance.
- 2) The parties agree the volunteers' duties under this agreement are non-compensable. It is agreed, the volunteers are not employees of Jackson County, the Cities of Central Point, Medford, Phoenix, Talent, and Ashland, or the Oregon Department of Transportation. The adopters certify they are volunteering their services without pay and executing this agreement in consideration of, and solely for the purpose of assisting the Bear Creek Greenway Joint Powers Committee in care of the Bear Creek Greenway.
- 3) Adopters may not enter into other agreements, contracts, request work or services, or otherwise obligate Jackson County, the Cities of Central Point, Medford, Phoenix, Talent, and Ashland, or the Oregon Department of Transportation to any expenses without prior written authorization and consent of the Joint Powers Committee.
- 4) Adopters may, upon the consent of Jackson County, use their own personal property, tools and materials at their own risk. Jackson County is not obligated to replace broken or stolen tools or materials.
- 5) Adopters shall conduct themselves in such a manner as to bring pride to the image of the group, the Greenway, and the Greenway user.
- 6) Adopters shall not attempt to enforce Greenway rules, confront visitors, or otherwise place themselves in an unsafe condition.

7) Adopters shall not administer first aid or emergency medical treatment unless they have been certified under a training program to perform those services, and do so as a private citizen at their own risk.

8) Adopters shall notify the appropriate Greenway jurisdiction contact of a problem and shall not attempt to repair Greenway facilities from disasters, or attempt to correct a hazardous condition.

- The demands for the County's limited resources make the County currently unable to mark hazards

9) Adopter shall not investigate, open, move, dispose of, or handle any suspicious containers, packages, needles, syringes, or attempt to clean up any suspicious waste. The object or area may be flagged or signed and secured and the appropriate Greenway jurisdiction contact notified as soon as possible.

10) Participation by children and young adults under 18 years of age may be restricted by the Greenway manager if conditions warrant.

11) Adopters shall be subject to all Greenway rules, regulations, policies, and procedures, and are expected to abide by Oregon state law.

12) Adopters shall be responsible for their own transportation to and from the Greenway.

13) All adopter participants must file a Program Participant Liability Waiver Form with Jackson County, which releases Jackson County, the Cities of Central Point, Medford, Phoenix, Talent, and Ashland, and the Oregon Department of Transportation from any and all liabilities arising from activities in this program. It is the responsibility of the Adopt-A-Greenway group leader to ensure that all volunteers are currently registered with Jackson County. Participants under 18 must have the Program Participant Liability Waiver Form signed by their legal guardian.

14) During the term of this agreement, the Adopters shall ensure that all participating volunteers from their organization have reviewed, signed and submitted to Jackson County a fully executed Liability Waiver form. If group liability coverage is provided, Proof of Insurance shall be provided to Jackson County at the time signatures are affixed to this agreement. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' written notice from Adoptive Sponsor or its insurer(s) to Jackson County.

SIGNATURES: The parties to this agreement whose representatives have affixed their signatures agree to the provisions of this agreement.

Adopters:

Individual or Group Name: _____

Authorized Signature: _____ Date: _____

Jackson County Parks Department:

Volunteer Coordinator: _____ Date: _____

Roads and Parks Designee: _____ Date: _____

Attachment A: Adopt-A-Greenway Agreement Group Volunteer Form

Adopting Group Name **SISKIYOU VELO**

Authorized Signature: _____ Date: _____

Greenway Section Location: **Entire Greenway**

List of registered volunteers authorized to serve in this Adopt-A-Greenway program

These participants have filed a Program Participant Liability Waiver Form

This list shall be updated when new participants apply and will be kept on file with Jackson County.

1)

Printed Name

Signature

Date

6)

Printed Name

Signature

Date

2)

Printed Name

Signature

Date

7)

Printed Name

Signature

Date

3)

Printed Name

Signature

Date

8)

Printed Name

Signature

Date

4)

Printed Name

Signature

Date

9)

Printed Name

Signature

Date

5)

Printed Name

Signature

Date

10)

Printed Name

Signature

Date

11)

Printed Name

Signature

Date

12)

Printed Name

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Printed Name

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14)

Printed Name

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15)

Printed Name

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16)

Printed Name

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17)

Printed Name

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18)

Printed Name

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19)

Printed Name

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Printed Name

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21)

Printed Name

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27)

Printed Name

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28)

Printed Name

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29)

Printed Name

Signature

Date

30)

Printed Name

Signature

Date

31)

Printed Name

Signature

Date

32)

Printed Name

Signature

Date

33)

Printed Name

Signature

Date

34)

Printed Name

Signature

Date

***Additional signature sheets
provided upon request**

Attachment B: Adopt-a-Greenway Agreement Work Summary

Services to be provided by Adopter/the Bear Creek Greenway
Greenway Section Location: **Entire Greenway**

Authorized Signature: _____ Date: _____

Scope of work summary: Work along this section may include marking hazards, painting over graffiti, and reporting any additional maintenance needs to Jackson County. Work will be focused on the trail, but can also include tasks outside the corridor as approved by Jackson County or the city with jurisdiction. The adopting organization will perform these duties as needed.

Special restrictions: No power tools are allowed with the exception of gas-powered blowers. Work is limited to areas within park boundaries. All work will be completed on foot or bicycle- no motorized vehicles are allowed on the trail. (All of the above may be permitted with prior approval from the Jackson County Volunteer Coordinator or Greenway Manager or the city with jurisdiction.)

Services to be provided by the Joint Powers Committee: Paint will be provided.