



**City of Lake Oswego
Parks and Recreation Department and
Park Friends Group / Neighborhood Association
Agreement**

Park Facility

Whereas, the Lake Oswego Parks and Recreation Department (Parks), and the undersigned Friends Group organization / recognized Neighborhood Association wishes to collaborative strive to enhance and protect Lake Oswego's natural, scenic, cultural, historic and recreational resources; and

Whereas, the Park Friends Group / Neighborhood Association and Parks agree to follow the guidelines listed in Resolution 08-83; and

Whereas, the Park Friends Group / Neighborhood Association desires to assist Parks in the promotion, restoration, and public stewardship of the Park Facility for the community benefit, now and in the future.

Now, therefore, the undersigned acknowledge and agree:

1. Acknowledgment of Interest and Experience.

Parks recognizes and appreciates that the Friends Group / Neighborhood Association is volunteering its time to enhance the experience of others and to participate in the enjoyment of Lake Oswego's activities, treasures and stories at its parks.

The Friends Group / Neighborhood Association, in turn, appreciates and respects the professional experience and judgment of the City of Lake Oswego staff.

2. Open Communication

The Friends Group / Neighborhood Association shall provide a Friends Group Lead (Lead) as the principal representative between Parks and the Friends Group / Neighborhood Association.

The parties pledge to diligently maintain open communication with each other, to build trust and sustain confidence in each other.

3. Role of the Friends Groups and Neighborhood Associations:

- a. The Friends Group / Neighborhood Association shall:
 - i. Work cooperatively with Parks to support and in some cases fund park restoration and maintenance activities according to approved work plans.
 - ii. Provide volunteer resources, to the extent available, for interpretive and educational offerings, upon prior Parks Director's approval and Parks staff guidance.
 - iii. Acknowledge that neither they nor their members are responsible for the operation or management of the Park Facility.
 - iv. Assure that no member is a City employee;
 - v. Comply and conform with all municipal, state and federal laws.
 - vi. Follow Parks Department direction, policies, procedures, and guidelines when carrying out programs or activities on or for the Park Facility.
 - vii. Ensure that their governing bylaws or procedures provide that a Parks representative is notified of all meetings regarding the Park Facility and may be in attendance during such meetings, to provide guidance.
 - viii. Notify Parks as to the date, time, and location of quarterly board meetings.
 - ix. Furnish to the Parks Director or designee meeting minutes of board or committees where the Park Facility is discussed, and all quarterly board minutes.
 - x. Report volunteer hours contributed under this Agreement to Parks facilities on a regular basis, as requested by Parks Staff.

- b. The Friends Group / Neighborhood Association may:
 - i. Provide public educational, environmental education, or parks facilities interpretive programs and materials at the Parks Facility, subject to review and approval by the Parks Director or designee.
 - ii. Provide volunteer support to Parks for Parks' interpretive projects related to the Park Facility.

4. Role of Parks:

- a. Parks shall provide a Staff Liaison (Staff) as the principal representative between Parks and the Friends Group / Neighborhood Association. In this capacity, Staff will be responsible for the following:
 - i. Occasionally attending quarterly board meetings;
 - ii. Maintaining communications and insuring that the activities and funding priorities of the Friends Group / Neighborhood Association with respect to Parks facilities are consistent with those of Parks;
 - iii. Overseeing services and programs provided to and/or on behalf of Parks pursuant to the terms hereof;
 - iv. Granting or coordinating requests for necessary Parks Director approvals required from Parks for activities under Section 3 above.

- v. Actively participate in the development of written agreements and reports required as part of this Agreement.
- vi. Providing to the Friends Group / Neighborhood Association any necessary paperwork for the completion of the Annual Work Plan and Annual Report.
- b. Parks will follow adopted Park plans, and Parks' policies, procedures, and guidelines.

5. Annual Work Plan:

- a. The format of the Annual Work Plan shall be established by Parks and may be revised by the Parks Director from time to time.
- b. On or before November 15 of each year, the Friends Group / Neighborhood Association for the Parks Facility shall submit to Parks a preliminary Annual Work Plan for the upcoming fiscal year. The Parks Director shall review the preliminary Annual Work Plan to determine what portions of the proposed Annual Work Plan require city staffing and financial support. Parks shall make recommendations to the City Council for those projects within the Annual Work Plan that the Parks Director believes the City has available staffing or financial resources.
- c. After approval of the City Budget for the fiscal year (approximately July 1), Parks and the Friends Group / Neighborhood Association for the Park Facility shall execute the final Annual Work Plan, outlining available staffing and financial support by the City.
- d. The Annual Work Plan shall:
 - i. Specify activities of the parties with respect to the affected Parks Facility pursuant to this Agreement for the upcoming year.
 - ii. Detail how the general duties and responsibilities described in Section 3 above shall be carried out.
- e. Only such activities that are approved in said Annual Work Plan shall be considered authorized by the Parks Director.

6. Duration:

This Agreement shall remain in effect for five (5) years beginning on February 16th, 2024 and expiring on Feb. 16th, 2029.

7. Termination of Agreement:

This Agreement shall terminate in the event:

- a. The Friends Group / Neighborhood Association loses its non-profit status (if applicable) or is dissolved voluntarily or involuntarily pursuant to state or federal law or is inactive for a term of 365 days.
- b. Either party gives 30 days written notice of termination to the other, either with or without cause.
- c. Failure to comply with agreement on unauthorized undertakings or repeated offenses.

8. Consideration:

- a. Parks and the Friends Group / Neighborhood Association agree that the duties performed by the Friends Group / Neighborhood Association under this Agreement, and the volunteer services performed, are non-compensated, solely for the purpose of assisting Parks.
- b. Unless otherwise provided by a separate employment agreement between the City of Lake Oswego and the individual, members of the Friends Group / Neighborhood Association are not employees of the City of Lake Oswego.

FRIENDS OF _____

CITY OF LAKE OSWEGO

Lead:

Name: _____
Signature: _____
Title: _____
Date: _____

Ivan Anderholm, Director of Parks and
Recreation
Date: _____
P.O. Box 369
Lake Oswego, OR 97034

Members:

Name: _____
Signature: _____
Date: _____

Name: _____
Signature: _____
Date: _____

Name: _____
Signature: _____
Date: _____