

GUIDELINES FOR ACCEPTING DONATIONS FOR BENCHES AND PLAQUES

1. A bench donation will be accepted only for placement of a bench at a location **previously identified** by the Park Supervisor. Each Park Supervisor will prepare a Bench Plan for his/her respective parks and regional trails, identifying suitable bench locations. The park's Bench Plan is approved annually by the Unit Manager. The Park Supervisor will work with the Donor to select a bench site from the Bench Plan and complete the Standard Bench Agreement and Commemorative Plaque Agreement. Should a Donor select a site of an existing bench without a memorial plaque the approval of the conversion of that bench to a memorial bench will be at the discretion of the Chief of Park Operations.
2. A standard wooden bench from the Park District's Central Stores will be used to honor commemorative bench requests. (Should recycled material be developed that meets the criteria and durability of wood, it should be considered as a preferred alternative).
3. The Park Supervisor will review the bench location and the completed Commemorative Bench Donation and Maintenance Agreement (Bench Agreement) prior to final review by the Chief of Parks. The Unit Manager will send a letter of thanks to the Donor after the bench has been installed.
4. The Bench Agreement will be used to clarify the understanding between the Donor and the District, and will include the following:
 - a. The donation for a commemorative bench shall be \$2,500. The Park District shall maintain or replace a damaged or stolen bench for a ten-year period. The donation amount shall be updated periodically to keep pace with inflation and to cover actual maintenance and repair costs.
 - b. At the ninth year, a notice will be sent to the Donor at the address provided on the agreement. The Donor will be informed of the expiration date and the renewal procedure. If the Donor does not respond by the end of the tenth year, or if the letter is returned, the plaque will be removed and stored for one year at the Chief of Park Operations office. If the Donor contacts the District after the ten-year period has expired and the plaque has been removed, the District will have no obligation to honor the bench as a memorial and the plaque will become property of the District.
 - c. Should the Donor want a second term for the memorial bench and the site is still available, or the Agreement has not yet expired they will be required to initiate an Agreement from the initial step. The cost to the donor for this second term will be \$2,200.00.
 - d. Bench donations received by the Park District shall be placed in a revenue and expenditure account in the Chief of Parks' budget for the Bench Program. All purchases and expenditures for benches and plaques shall be made from this account. At the end of each year, the funds that

are not used for this program will be carried over into the next budget year to cover any maintenance, repair, or replacement required by the Bench Program.

- e Damaged or stolen benches will be replaced only once in the ten-year period. Additional replacements of a bench or plaque, or replacement beyond the ten-year period will be subject to a subsequent donation, or the damaged bench and plaque will be removed.
 - f A site-specific map of the bench location will be prepared by the Park Supervisor and attached to the Bench Agreement.
5. The donation to place a bench in a park or along a regional trail will also cover the cost of a (4" x 6") bronze commemorative plaque. Commemorative plaques installed on benches must be for an individual or a purpose that is non-controversial with text that is appropriate for display in a public place, and approved by the District. Text that in any way markets a product or service shall not be permitted. The Operations Secretary will approve the text, order the plaque, and send it to the Park Supervisor for installation.
 6. Should the Donor, at some point during the ten-year period wish to add one plaque on the same bench for an additional family member, a request must be submitted to the Chief of Park Operations for consideration and approval. If approved, the cost of the additional plaque and installation will be \$250 and no additional time will be added to the length of the original Bench Agreement.
 7. In the event that a donated bench or plaque is vandalized, damaged, or stolen after ten years, and the donor does not want to provide funding to perpetuate the maintenance and repair of a replacement bench, the commemorative plaque (*if available*) will be returned to the Donor at the address provided on the Commemorative Plaque Agreement.
 8. It is the responsibility of the Donor to notify the District's Park Operations office of current contact information (i.e. change of address, phone, or email) during the ten-year Bench Agreement period.
 9. The Park Supervisor and the Donor will complete and sign a Commemorative Plaque Agreement (with information about the individual or organization as background for the plaque and an address for contact purposes) that will be attached to the Bench Agreement.
 10. The Chief of Park Operations Secretary will inventory, date, and maintain a listing of all existing commemorative benches and plaques that have been installed prior to the adoption of this policy.
 11. Unless otherwise agreed to in writing by the Regional Parks Foundation or the District, all benches and plaques that have been installed prior to Board approval shall be maintained for a ten-year period commencing January 1, 2004.

12. Damaged or stolen benches will be replaced only once in the ten-year period. Additional replacements of a bench or plaque will be subject to review by the Chief of Park Operations.
13. The Assistant General Manager of Operations will be the final source of appeal for any disputes regarding this program.
14. The Board of Directors may provide for a bench and commemorative or memorial plaque to recognize an individual or organization that has made an unusual contribution, service, or gift to the District.

Commemorative Plaque (4"x6")

Please note: The below font is used for all plaques.



SAMPLE

5 Lines Maximum

30 characters per line (1/4")

25 characters per line (5/16")

20 characters per line (3/8")



COMMEMORATIVE BENCH DONATION AND MAINTENANCE AGREEMENT

East Bay Regional Park District

This Agreement sets forth the terms and conditions under which the East Bay Regional Park District (“District”) will install and maintain a commemorative bench (“Bench”) funded by _____ (“Donor”), and is effective _____, 20____.

1. Donor agrees to provide the District the sum of \$2,500.00 (two thousand five hundred dollars) upon Donor’s return of a signed and fully executed Agreement along with a check made payable to the **East Bay Regional Park District**. The donation of a Bench will also cover the cost of a 4” x 6” bronze plaque with name(s) and text designated by Donor and approved by the District .
2. The Bench subject to this Agreement is located at the place generally indicated on the map - Exhibit A, which will be included in the file once the site has been agreed upon between you and the Park Supervisor. The type of bench to be installed will be noted in writing on Exhibit A.
3. The District agrees to purchase and install the Bench to the District’s standards. If the Bench is damaged or stolen during this ten-year period, the District will repair or replace it one time at no additional cost to Donor.
4. Additional replacements of a bench or plaque more than once in ten years or replacement beyond the ten-year period will require another donation at the current designated amount, or the damaged bench and plaque will be removed.
5. Donor shall acquire no right, title, or interest in the Bench and plaque beyond that expressly identified in this Agreement. Donor acknowledges and understands that the Bench will be open and available for general public use in a manner consistent with District policy and practices.
6. Any dispute regarding this Agreement or the operation of the Bench Donation Program will be resolved at the sole discretion of the District’s Assistant General Manager for Operations. Any other appeal or complaint process, whether in court or otherwise, is expressly waived by Donor.
7. Donor expressly agrees that except as set forth in writing in this Agreement, there are no other obligations or duties on the part of the District with respect to the subject Bench or plaque.

Bench Recipient First, Last Name

Donor First, Last Name (*Print/Type*)

Signature of Donor

Date

Street Address/P.O. Box

City, State

Zip Code

Home phone

Work phone

Cell phone

Email Address

For District Internal Use Only:

Park Supervisor

Date

AGM of Operations

Date



Bench Donation Worksheet

Check if same as above

Project Main Point of Contact:

Address, City, State, Zip:

Contact Number(s):

Work

Cell

Other

Email

Install now? Yes No – Wait until plaque arrives

Park Name:

Designated
Bench Location:

Text Selection for Plaque

- Complete and sign the Agreement and Worksheet
- Make one (1) check in the amount of \$2,500.00 payable to: East Bay Regional Park District
- Mail documents and check to:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Attn: Memorial Bench Program c/o Operations