

*Karen's  
copy*

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**WILLIAMSBURG BOTANICAL GARDEN**  
**and**  
**JAMES CITY COUNTY PARKS & RECREATION**  
**2012**

The James City County Department of Parks & Recreation partners with 501 c3 community organizations whose activities are recreation in nature and consistent with those provided by parks and recreation in order to minimize the need for the Department to develop and operate various programs and facilities. When considering organizations for partnership, priority is given to those organizations that serve the greatest number of James City County residents. This will be especially true in situations where the Department receives applications from several groups of like discipline.

Itemized below are specific requirements to the memorandum of understanding, in regards to use of public facilities, between **James City County Department of Parks and Recreation (Department)** and **Williamsburg Botanical Garden (Partner)**.

**Responsibilities and Duties**

**A. RESPONSIBILITIES OF THE Department**

1. Provide space within Freedom Park traffic circle for the Williamsburg Botanical Garden.
2. Provide restroom facilities.
3. Allow distribution of promotional material at Department facilities as provided.
4. Provide links to the WBG website.
5. Include potential for WBG expansion into areas of new development and other county parks where feasible.
6. Provide space for meetings and programs in Interpretive Center of Freedom Park with appropriate notice at no charge during operating hours. One free meeting after operating hours per month will be provided with appropriate notice.
7. Allow access to county water line.
8. Provide free promotion on parks and recreation web site including contact information and special events, as space allows. Poster space will also be allotted at the JCCRC and JRCC.
9. Deliver requested amount of mulch to garden twice a year at no charge provided county is able to secure the mulch through free services.
10. Provide debris removal from Garden -once a week and trash from containers daily or as needed.
11. Provide quarterly reports from trail counter
12. Extend current water line into Free Black Settlement area during Phase IV development.

## B. RESPONSIBILITIES OF Williamsburg Botanical Garden

1. Shall not restrict participation on the basis of race, color, religion, creed, national origin, sex or disability.
2. Shall refrain from the use of alcohol, tobacco and other drugs while on County or school property. Alcohol use by authorization of Parks & Recreation Director only.
3. ✓ Maintain the Botanical Garden and Gardens in Free Black Settlement area as necessitated by the garden plantings and features in an attractive and aesthetically pleasing condition, including but not limited to mulching, pruning, fertilization, weed control and leaf removal. Notify division in writing prior to contracting out any maintenance services.
4. Utilize low maintenance practices in accordance with industry standards, such as Integrated Pest Management, Water Wise Landscaping and any other green techniques.
5. All joint programming, and WBG activities shall be coordinated with the Freedom Park Coordinator. Each program/activity requires a completed Facility Use Application submitted to Park Coordinator at least 6 weeks in advance. WBG activities held within the garden shall not be charged a facility use fee. Special Events held outside of garden will follow normal Park Use Permit guidelines and pay all appropriate fees. Programs/Activities shall not be advertised prior to receiving an approved facility reservation form.
6. Program and garden activity attendance figures shall be reported to the Freedom Park Coordinator monthly.
7. Abide by all park rules, regulations and ordinances.
8. Maintain area in clean and safe condition (all items stored properly, trash disposal, help with debris removal)
9. Parking off shoulder around the Garden is not permissible. Vehicles completing maintenance or offloading supplies should be parked within gated area. All volunteers and visitors will use parking lot.
10. Any physical construction of structures must be approved by the Department, including any signage prior to installation *gab*
11. WBG is responsible for cost involved related to access to ~~public water~~ *utilities*
12. Private and fee based rentals of Botanical Garden Areas subject to prior approval of parks and recreation. Parks and Recreation shall receive 10% of all rental income. Additional staffing fees may be assessed depending on size and scope of event. *JAE*
13. Submit volunteer hours annually to the Freedom Park Coordinator.

### Fees and Insurance

- A. Partner will provide liability insurance coverage of \$1 million naming the county as additionally insured and a submit copy to the Department.

- B. Partner shall hold the County of James City, Virginia, harmless for any injury to its members arising from the use, enjoyment, installation or maintenance of the County facilities.
- C. Any fees needed to be charged on site for programs must be approved in advance by the Department Director

Terms of Agreement


- A. This Agreement will be in effect through June 30, 2013 and will be renewed automatically for successive one year terms unless either party gives the other 60 days notice that they do not wish to renew.
- B. This Agreement replaces any previous agreements between the two parties.
- C. The responsibilities may subsequently be changed only by a written agreement between all parties, as an addendum to this document.

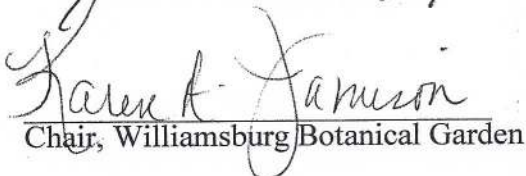
Disputes

- A. Any concerns or grievances should be brought up immediately to seek resolution.
- B. Both parties will appoint representatives to an oversight team who will initiate this process. This shall include the Parks Administrator and the Chairman of WBG.

Termination of Agreement

- A. Either party may terminate the agreement with 30 days notice if necessitated by either philosophical differences or changing goals, or for failure to adhere to the responsibilities outlined above

  
Director of Parks & Recreation

  
Chair, Williamsburg Botanical Garden

11/1/12  
Date

November 1, 2012  
Date