



**The City of Alexandria through its
Department of Parks, Recreation & Cultural Activities
Chinquapin Organic Gardens Use and Maintenance Agreement**

THIS AGREEMENT is made on _____ by and between Chinquapin Organic Gardens Volunteer Advisory Board ("Board") and the City of Alexandria, a municipal corporation of the Commonwealth of Virginia ("City") through its Department of Recreation, Parks, & Cultural Activities ("RPCA").

In consideration of the promises and mutual benefits contained herein and accruing to the Parties, the Parties agree as follows:

1. Background and the Purpose of the Agreement

RPCA manages a Community Garden Plot Rental Program at the Chinquapin Organic Gardens site (within Chinquapin Park) that may be utilized by the public to rent individual plots for the production of vegetables, fruits, honey, and flowering plants under Community Garden Plot Regulations (the "Regulations") prescribed and updated by RPCA. The Board is a volunteer organization comprised of some Garden Renters and supporting the use of the Chinquapin Organic Gardens ("Gardens"). The Board has offered to expand its purview to include more of the maintenance and management responsibilities of the common space areas of the Gardens to reduce RPCA's cost for managing the Gardens. The purpose of this Agreement is to define the roles and responsibilities of the Board and the City through RPCA related to the maintenance, management and use of the Gardens. This Agreement shall promote the RPCA PARKnership Program's goal to cultivate sustainable support, volunteers, and partnerships in alignment with the City's and RPCA's goal for a healthy and thriving City of Alexandria. This Agreement shall be in full effect on November 11, 2019.

2. Location of Property, the Gardens:

- a. The area subject to this Agreement, the Gardens is limited to the portion of Chinquapin Park grounds highlighted in the aerial photograph in Attachment A.1.
- b. The Gardens are located within Chinquapin Park, with the Park address as 3210 King Street, Alexandria, VA 22304.
- c. The Gardens include the Discovery Garden utilized for the Discovery Garden Project by students of T.C. Williams High School and currently including eight (8) garden beds, storage shed, rain barrel, and compost bin. This area is administered in accordance with an Agreement between the City and Alexandria City Public Schools ("ACPS"). The area highlighted in Attachment A.2 delineates the portion of the Gardens utilized by the Discovery Garden Project.



3. Responsibilities of the Board:

- a. The Board is responsible for representing the collective interests of all Garden Renters to RPCA in matters directly related to the Gardens.
- b. The Board shall not rent, assign or sub-lease any Gardens' site to any individual or organization.
- c. The Board shall carry out the operation of the Board in an open and transparent manner which provides the opportunity for all Garden Renters to review any financial data, participate in the planning and execution of Board's activities and provide input and suggestions.
- d. The Board shall hold annual elections to ensure equitable representation and sustainable leadership.
- e. The Board shall post notices and information about its meetings and planned activities on its web site, Facebook page, and the on-site bulletin boards. These information sources shall be kept current by the Board.
- f. The Board shall work cooperatively with RPCA to transfer additional management and maintenance responsibilities for the Gardens to the Board to offset rental fee increases.
- g. The Board may make written request to RPCA to make site improvements, including addition of a structure, to benefit the Gardens provided such a request is based on a cost-sharing basis and the Board agrees to the future maintenance of such improvements. Any such request shall be subject to the review and approval of RPCA and shall comply with all applicable City rules and regulations, including zoning, site plan development and building code requirements.
- h. The Board shall communicate in a timely manner with RPCA's representative regarding this Agreement, and other topics of mutual interest.
- i. With regard to the Board's responsibilities for the management and the maintenance of the Gardens' site as specified below, the Board shall comply with all the current Regulations prescribed by RPCA:
 - i. The Board shall be responsible for landscape maintenance and all associated costs, including but not limited to mowing of perimeter turf areas, memorial and ornamental garden maintenance, path repairs, abandoned plot maintenance, minor fencing repairs, minor tree work and access road understory plant maintenance and invasive plant control.
 - ii. The Board shall perform all landscape maintenance and improvements per the Landscape Standards outlined in Attachment B.
 - iii. The Board shall establish and utilize a system to monitor the use of the Gardens and individual Garden Plots by the Garden Renters and to ensure compliance with the RPCA prescribed Regulations for the Gardens. The Board shall make recommendations to RPCA regarding the continued rental of the Garden Plots to individual Garden Renters during the term of each gardening season and for the following year.



- j. RPCA shall provide to the Board contact information for each of the Garden Renters holding a permit for each annual gardening season and provide a map of the current season's renters in the garden plot layout to facilitate garden monitoring.
- k. The City's point of contact is Maureen Sturgill, MaureenSturgill@alexandriava.gov. The City may change its point of contact by providing written notice to the Board.

5. Other Conditions:

- a. The Garden Renters, Board members and its contractors and volunteers shall not interfere or in any way preclude the public's use and enjoyment of any portion of Chinquapin Park outside of the area subject to this Agreement, as well as the common areas within the Gardens.
- b. This agreement excludes all portions of Forest Park.
- c. No structural additions, changes or enhancements to the Gardens may be made by the Board without prior written request and prior approval by the Director of the RPCA.
- d. No individual profit producing activity directly related to the Gardens can be pursued without prior written authorization by the Director of the RPCA. Harvest from the Gardens may be donated to local food banks and other charitable organizations.
- e. The Board shall be given the option to hold multiple events each year to raise funds for the garden's benefit by utilizing produce from the garden or by selling appropriate products such as cookbooks, t-shirts, etc. produced by the gardeners with RPCA approval. Fundraising will be undertaken by garden members and participation will count towards required volunteer hours. The Board shall make clear that they are not a charitable organization and donations are not tax deductible unless the Board establishes itself as a legal charitable organization. Any and all applicable federal, state and local laws regulations, and rule shall be followed related to the fundraising event. All proceeds shall only be used for:
 - i. Funding the Board's responsibilities for garden maintenance
 - ii. Providing financial assistance to garden renters
 - iii. Funding approved RPCA enhancement projects in the Gardens
- f. The 2020, 2021 and 2022 rental fee schedule for the Gardens shall be as follows:
 - i. Volunteer Opt In
 - 1. Resident: Full Plot \$60, Half Plot \$30
 - 2. Nonresident: Full Plot \$120, Half Plot \$60
 - ii. Volunteer Opt Out
 - 1. Resident: Full Plot \$120, Half Plot \$60



2. Nonresident: Full Plot \$ 240, Half Plot \$120

iii. The above fee schedule is based on the Board's contributions of in-kind labor and monetary donations to fully comply with the adopted City Council fee schedule and *Resource Allocation and Cost Recovery Policy*.

g. The data collected for the administration of the Gardens, including names and contact information, results of inspections, details on warnings or compliance issues is deemed confidential, but may be subject to disclosure by applicable federal, state or local law and/or court order. All parties agree to treat the data as confidential except as may be required by applicable federal, state or local law or regulation or pursuant to a court order or ~~under~~ subpoena.

6. Term of Agreement

This Agreement shall be for a period of two (3) years, commencing on November 11, 2019 and ending on November 10, 2022. This Agreement shall not be automatically renewed but a new Agreement may be negotiated. Either party may terminate this agreement with ninety (90) days advance notice by providing written notice to the other party.

7. Notice:

All notices under this Agreement shall be in writing and, unless otherwise provided in the Agreement, shall be deemed validly given if sent by certified mail, return receipt request, or via recognized overnight courier service, addressed as follows (or to any other address which the party to be notified may designate in writing to the other party by this notice method). All notices properly given as provided for in this section shall be effective upon receipt. The Notice addresses are:

The Board: 6 West Glendale Ave, Alexandria, VA 22301

City: City Manager
Suite 3500
301 King Street
Alexandria, Virginia 22314

With copies to:

Director, Parks, Recreation and Cultural Activities
Address: 1108 Jefferson St, Alexandria, VA 22314



City Attorney
301 King Street, Suite 1300
Alexandria, Virginia 22314

8. Indemnification

- a. The City, its officers, employees, and agents shall not be responsible for any and all injuries and/or damages incurred to private property and/or sustained by the Board or their family members, friends, officers, agents, contractors, volunteers, or any other representative for any and all claims by third parties against the City, its agents, employees and officials and/or the Board, its officials, and agents which may arise out of the utilization of the subject site under this Agreement.
- a. The Board, its officials and agents shall not be responsible for any injuries or damages incurred to private property and/or sustained by the Board, its officials, and agents, and/or member of the public, and/or the City of Alexandria, its officers, employees or agents for any and all claims which may arise out of the activities performed on behalf of the Board.

9. Representations

By signature below of its authorized legal representative, the Board represents that it accepts this Agreement and agrees to comply with and be bound by its terms and conditions.

10. Amendment

No amendment of this Agreement shall be binding on either party unless set forth in a written document duly executed by the authorized representatives of both parties.

11. Applicable Law

This Agreement shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia, including but not limited to the applicable laws and regulations of the City of Alexandria.



- iv. The Board shall aid communication and the sharing of information among Garden Renters in order to pursue consistent and cooperative utilization of Garden Plots and compliance with the Regulations. The Board shall use the contact information provided by RPCA to communicate with Garden Renters.
- v. The Board shall assist RPCA with resolving minor issues that arise amongst the Garden Renters.
- vi. The Board shall be responsible for arranging and for the cost of delivery, approval, and acceptance of wood chips, leaf mulch, and similar gardening materials for use by Garden Renters. These materials shall be placed only in locations designated by RPCA.
- vii. The Board shall be responsible for keeping records, including supporting documents, of all volunteer hours and monetary contributions made beyond rental fees and costs directly related to the execution of the Board's responsibilities under this Agreement. The Board shall provide this information in a written report to RPCA on a monthly basis. In addition, the Board shall provide an annual written summary to RPCA containing key data related to its responsibilities for the management and maintenance of the Gardens under this Agreement, including total volunteer hours, (the State of Virginia's rate is \$25.43/volunteer hour as of April 2018) and other monetary contributions and costs. This annual written report shall be provided to RPCA by December 8th following the end of the current gardening season.
- j. The Board's point of contact with RPCA regarding the implementation of this Agreement shall be the Board Chairperson. The current Board point of contact is Richard Dorrier, richard.dorrier@gmail.com. The Board may change its point of contact by providing written notice to the RPCA.

4. Responsibilities of the RPCA:

- a. RPCA shall make available the use of the Gardens to the Board for carrying out its roles and responsibilities under this Agreement.
- b. RPCA shall coordinate the Gardens' use and needs of the Board and other users of Chinquapin Park and Chinquapin Organic Gardens and shall resolve any conflicts that may arise.
- c. RPCA shall work cooperatively with the Board to review any requests from the Board for site improvements as outlined in Item 3.g above. RPCA may participate in sharing the cost of such improvement projects if it determines the request will benefit the Gardens and funding is available for its share of the project cost.
- d. RPCA shall provide water for irrigation and trash/yard waste removal services and be responsible for the associated costs. Waste removal services are not provided during December, January, and February. Water is unavailable during December, January, February, and March.



- e. RPCA shall provide regulatory signage, identifying plot stakes, trash bins, concrete sidewalk repairs, road maintenance, major fencing repair, major and emergency tree care, retaining wall repairs including raised bed walls, structural maintenance support, and repairs to existing irrigation lines including spigots and be responsible for all associated costs.
- f. With regard to the administration of the Gardens site, RPCA is responsible for garden oversight, rentals, and provides Regulations for the use and maintenance of the Gardens for each garden season:
 - i. RPCA shall establish the number, size, and location of the garden plots, as well as recommend the annual rental fee for each garden plot. The rental fees for each calendar year's gardening season shall be established by City Council as part of each year's budget adoption process. Rental fees shall be consistent with the *Resource Allocation and Cost Recovery Policy (RACRP)* adopted by City Council in September 2013. The garden plot rental fees for the Gardens shall be governed by this Agreement, the RACRP including applicable policy updates and as outlined in Item 5.f below.
 - ii. RPCA shall administer the garden plot rentals and a garden plot waiting list using transparent practices.
 - iii. RPCA shall work cooperatively with the Board to update annually the Regulations for the rental of garden plots, as well as to provide guidelines for the use, operation, and recommended maintenance and management practices to be followed by the Board in carrying out its responsibilities under this Agreement.
 - iv. RPCA shall enforce all violations to the Regulations once identified and confirmed.
 - v. RPCA shall provide an annual written report to the Board containing key data related to the management and the maintenance of the Gardens, including specific associated revenues and costs by December 8th following the end of the current gardening season.
 - vi. RPCA reserves the right to designate two garden plots for growing fresh garden produce for a local food bank in the City to distribute to families and individuals experiencing a lack of adequate food. Use of these plots for this purpose will continue as long as the Board manages this program based on support and interest by the gardeners.
- g. RPCA shall receive recommendations from the Board regarding the continued rental of plots to individual Garden Renters in tandem with the Board's monitoring program.
- h. RPCA shall work cooperatively with the Board to transfer additional management and maintenance responsibilities for the Gardens to the Board to offset future rental fee increases.
- i. RPCA shall communicate in a timely manner with the Board's representative regarding this Agreement, the annual Regulations, and other topics of mutual interest.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF ALEXANDRIA.

A municipal corporation of the Commonwealth of Virginia

Dans Spangler

Director
Recreation, Parks & Cultural Activities

12/7/2021

Date

CHINQUAPIN ORGANIC GARDENS:

Richard T. Osun

Chairperson
Chinquapin Organic Gardens Volunteer Advisory Board

11/18/21

Date

Anne Saul

Vice Chairperson
Chinquapin Organic Gardens Volunteer Advisory Board

11/18/2021

Date