

MEMORANDUM OF UNDERSTANDING
Between the
Williamsburg Boat Club, the William & Mary Rowing Club, College of William and Mary in Virginia
and
JAMES CITY COUNTY DIVISION OF PARKS & RECREATION
2010

Use of Chickahominy Riverfront Park for Rowing Program

James City County Division of Parks & Recreation (P&R) is interested in working with organizations that are community service oriented, whose activities are recreational in nature and whose purpose supports the mission of P&R. The Williamsburg Boat Club, in cooperation with the College of William and Mary in Virginia (W&M) and the W&M Rowing Team, a club sport of W&M students (Rowing Club), supports these values. Therefore, P&R supports the development and operation of a community rowing program at Chickahominy Riverfront Park, located at 1350 John Tyler Highway, Williamsburg, VA 23185.

Itemized below are specific requirements to the memorandum of understanding (MOU), in regards to use of public facilities including a boat storage facility to be constructed for the benefit of the Rowing Club, between P&R, **Williamsburg Boat Club (WBC), a Virginia non-profit corporation, the Rowing Club, and W&M.**

Responsibilities and Duties

A. RESPONSIBILITIES OF THE COUNTY

1. Provide space for boat storage and water access for rowing program. Parcel is located on Gordon's Creek adjacent to the Boat and RV Storage Area.
2. Allow floating dock connection from shore.
3. Provide vehicle access and parking in designated area.
4. Allow space for a 15' x 15' shed for equipment storage and a porta-john.
5. Distribute promotional material at P&R facilities as provided.
6. Provide links to the Rowing Club and W&M web pages.
7. Provide a list and a contact for volunteer opportunities for P&R sponsored special events.
8. Communicate on a timely basis all park rules and regulations and all rules, regulations and procedures relevant to the construction of the boat storage facility in writing to WBC and W&M.

B. RESPONSIBILITIES OF WBC AND W&M

1. Offer and promote a diverse rowing program for residents of JCC.
2. Recruit new users and offer accessible opportunities for residents of JCC.
3. Secure all equipment in storage.
4. Provide a list of key people and their contact information yearly.
5. Maintain area around exterior of building and near storage shed by creek in clean and safe condition (all items stored properly, trash disposal, help with debris removal).
6. Provide Park Supervisor with a Facility Use Form at least 90 days in advance for any planned special events to avoid park usage conflicts and other park plans. Facility use form must be approved prior to scheduling any activities.
7. Submit reports of total participation and volunteer numbers quarterly to Park Supervisor.
8. Abide by all park rules and regulations.
9. Organize a yearly meeting with Park Supervisor, Superintendent of Parks or designees to communicate events, participation numbers, comments or concerns.
10. Provide signage and one person to direct special event participants to parking area, which will be in the grass field adjacent to the storage area.
11. Provide at least four (4) volunteers for at least one P&R sponsored special event.
12. WBC will provide one (1) free introductory rowing clinic for residents of JCC and Williamsburg annually.
13. Provide JCC with key to boat storage facility in case of emergency access.
14. Use reasonable best efforts to ensure adherence to relevant JCC rules, regulations and procedures in the construction of the boat storage facility.

C. IT IS FURTHER UNDERSTOOD THAT:

1. Location of the boat storage facility in park is subject to change based on park master planning recommendations.
2. A viable number of participants will be expected for continued partnering with the County under the current arrangement. This mutually agreed upon number will consist of new and continued members, plus participants in community programs.

Fees and Insurance

- A. WBC and the Rowing Club will provide a copy of liability insurance coverage naming James City County as additional insured.
- B. WBC shall hold the County and W&M harmless for any injury to its members or property arising from the use of park property for the rowing program.
- C. Any fees needed to be charged for programs held onsite must be approved by P&R director and can only be used to cover direct program costs.

Terms of Agreement

- A. This MOU will be in effect through June 30, 2011 and will be reviewed annually.
- B. This MOU may be modified only by a written agreement signed by WBC, W&M and the County, as an addendum to this document.
- C. This MOU replaces any previous agreements between the parties.

Disputes

- A. Any concerns or grievances should be brought up to the park supervisor immediately to seek resolution. The parties will appoint representatives to an oversight team which will initiate this process. This shall include the Park Operations Coordinator, the President of the WBC, and the Director of Recreation and Sports at W&M.
- B. Nothing herein will prevent any party from seeking legal or equitable relief, provided that such party has a made a good-faith effort to obtain resolution through this process.

Termination of Agreement

- A. Any parties may terminate the agreement with 180 days written notice to the other if necessitated by failure or inability to adhere to the responsibilities outlined above or within the associated Lease agreement.

Director of Parks and Recreation
James City County

Date

Williamsburg Boat Club

Date

W&M

Date

Rowing Club

Date