

**MEMORANDUM OF UNDERSTANDING BETWEEN ARLINGTON COUNTY, VIRGINIA AND THE
REEVESLAND LEARNING CENTER**

This Memorandum of Understanding (“MOU”) by and between Arlington County, Virginia (hereinafter “Arlington County”), acting through the Department of Parks and Recreation (hereinafter “DPR”), and Reevesland Learning Center (hereinafter “RLC”) regarding the operation of RLC’s demonstration garden program on historic Arlington County property.

Purpose

The parties identify herein their respective responsibilities in conducting the demonstration garden program known as Lawns2Lettuce4Lunch, which will be operated on a portion of the Arlington County-owned Reevesland property (the “Property”) located at 400 North Manchester Street in Arlington.

1. Term

The initial term of this Agreement shall commence upon the execution of this agreement. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement 90 days prior to the annual renewal date or unless the Parties otherwise mutually agree to terminate the agreement.

2. Construction of Raised Beds and Row Covers

Lawns2Lettuce4Lunch volunteers will construct raised gardening beds and row covers at designated sites on the Property, following plans created by Arlington County’s Parks and Natural Resources staff. The plans and site locations must be approved by Arlington County’s Historical Affairs and Landmark Review Board (HALRB) through the Certificate of Appropriateness (COA) process detailed below.

3. Hours of Operation

Due to the close proximity of the garden site to neighboring homes, work at the sites will not begin before 8:00 a.m. and will cease at dusk. All non-lighted DPR facilities, such as the Property, close one half hour after sunset.

4. Maintenance Responsibilities

DPR will deliver mulch, soil and other materials to be used in constructing the raised garden beds. Lawns2Lettuce4Lunch volunteers are responsible for: 1) using those materials to construct the garden beds; 2) maintaining the upkeep and appearance of the garden beds; and

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3) storing the tools and materials that are used in the gardening demonstration project. The grass area surrounding the raised garden beds will be mowed by a DPR contractor.

5. Site Use and Storage

Due to the condition and historic designation of the buildings on the Property, Lawns2Lettuce4Lunch volunteers and participants may access only the sites that are designated for planting, planning, harvesting and, as needed, storage. The garage will be used for temporary storage of tools, all of which will be provided by RLC. No motor fuels, food products, clothing or perishable items may be stored in the garage.

6. Removal of Trash/Debris

DPR will provide trash service to the park site. Lawns2Lettuce4Lunch will keep the worksite clean and clear of trash and debris and will bag and stage all trash and debris for pickup by DPR.

7. Insurance

RLC shall maintain a commercial general liability insurance policy from an insurance carrier that is satisfactory to the Arlington County Office of Risk Management. The policy must provide coverage for claims arising from or in connection with the damage or loss by any person, thing, or interest with a minimum of five hundred thousand dollars (\$500,000.00). Arlington County (including its elected and appointment officials, agents and employees) shall be named as an "Additional Insured" on the policy. In addition, the insurance coverage will include an endorsement to the general liability policy for sexual abuse and molestation.

8. Indemnification

RLC is aware that there are certain inherent risks involved in operating the Lawns2Lettuce4Lunch program, including but not limited to the risk of theft, damage, and injury, including death. In consideration of RLC being granted permission to use the Property, RLC, on behalf of itself, its staff, agents, participants, administrators, volunteers, heirs, next of kin and successors, hereby covenants to hold harmless and indemnify Arlington County and all of its officers, departments, agencies, agents and employees from any and all claims, losses, damages, injuries, fines, penalties and costs (including attorneys' fees and costs), charges, liabilities or exposures, however caused, resulting from, arising out of or in any way connected to RLC's activities under this MOU. To the extent that any such liability is attributable to the intentional conduct of the County or its offices, departments, agencies, agents and employees, this clause does not apply.

9. Certificate of Appropriateness

In order for the Lawns2Lettuce4Lunch program to operate at the Property, HALRB must issue a COA for the program. DPR is responsible for submitting all COA requests for the program to the HALRB.

On January 19, 2011, the HALRB issued an initial three-year COA for a pilot of the Lawns2Lettuce4Lunch program. This MOU is part of the process for requesting a new COA for an expansion of the program, to include the construction and operation of an additional thirteen (13) raised planting beds on the Property. The new COA, if issued, will be valid for one year from the date on which HALRB approves it.

Any requested extensions to the COA, beyond the one-year term, will be submitted to the HALRB for approval at the discretion of DPR.

10. Termination of MOU

RLC's failure to comply with the terms of this MOU or with any federal, state or local law or regulation, as determined by Arlington County, shall be cause for termination of this MOU. Termination shall be effective thirty (30) days after the County gives written notice of the non-compliance to RLC, unless RLC cures the non-compliance within the 30-day period.

This MOU may be terminated by Arlington County in whole or in part whenever the County determines that such termination is in the County's best interest.

11. Dispute Resolution

The parties to this MOU agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse regarding the terms and conditions of this MOU, or regarding any aspect of the Lawns2Lettuce4Lunch program, cannot be resolved through communications between the parties, the issue will be brought to the Director of DPR. If the parties are still unable to resolve the matter, the issue will be referred to the County Manager for a final decision.

12. Administration

DPR shall be responsible for the administration and management of this MOU for Arlington County. DPR's representative for this agreement shall be designated by the Department Director.

RLC shall be responsible for all costs associated with its responsibilities set forth in this MOU and for all costs associated with its activities at the demonstration garden located at the Property. RLC's representative for this agreement shall be designated by the Reevesland Learning Center Director.

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All notices should be sent to the addresses listed below unless either party notifies the other in writing of a change.

Lyndell Core
Department of Parks and Recreation
Parks and Natural Resources Division
2700 S. Taylor Street
Arlington, Virginia 22206

Joan Horwitt
Reevesland Learning Center
5935 5th Road North
Arlington. VA 22203

This MOU represents the total agreement between Arlington County and RLC and supersedes any previous written or oral agreements between the parties. This MOU cannot be modified or changed without the written consent of both parties.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

REEVESLAND LEARNING CENTER

AUTHORIZED
SIGNATURE: Mark J. Schwartz

AUTHORIZED
SIGNATURE: Joan E. Horwitt

NAME AND TITLE: MARK J. SCHWARTZ
Acting County Manager

NAME AND TITLE: JOAN E. HORWITT
President

DATE: August 11, 2014

DATE: 07.31.2014

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