



MEMO

To: Parks and Recreation Buildings and Grounds Committee
From: Jon Turkel, Assistant Director *JNT*
Subject: Buildings and Grounds Committee Meeting
Date: December 31, 2020

The Buildings and Grounds Committee is scheduled to meet at 10am on Tuesday January 5, 2021 in the Board of Supervisors meeting room; 107 N. Kent St. Winchester, VA 22601. Agenda includes:

Item Requiring Action:

1. Amphitheater Agreement
Staff is seeking a recommendation for the cooperative use agreement terms between Parks and Recreation and the Library. A draft is attached (**Attachment 1**).
2. Amphitheater Proffer Request
Staff is seeking a proffer request recommendation in the amount of \$55,000 for the construction of an Amphitheater behind the Bowman Library. The amount includes anticipated cost and 10% contingency. The Parks and Recreation proffer balance at the end of November was: \$362,762.
3. Staff is seeking a recommendation on allowing the Shenandoah Valley Battlefields Foundation (SVBF) to place an interpretative sign at Rose Hill Park. The sign would direct visitors to a phone number to call for a battlefield audio narrative. The proposed sign would be placed near the parking area, the dimensions being 9" x 6". A version of the sign in use at 3rd Winchester is attached (**Attachment 2**). Installation and maintenance of the sign would be the responsibility of SVBF. The Museum of the Shenandoah Valley is supportive of the concept and sign.

Informational Items:

1. Staff Updates
2. Other Business

FREDERICK COUNTY PARKS AND RECREATION
and
THE HANDLEY REGIONAL LIBRARY
Agreement of Cooperation

This agreement is made and entered into this _____ day of _____, 2021, by and between the FREDERICK COUNTY PARKS AND RECREATION DEPARTMENT (hereinafter, called "FCPRD"), and THE HANDLEY REGIONAL LIBRARY (hereinafter, called the "Library").

WITNESSETH that the Library and FCPRD, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

WHEREAS, FCPRD is tasked with meeting the recreational needs of the community and has recognized that an Amphitheater located on County property will provide for fulfilling an identified community need, and

WHEREAS, the Library has recognized that an Amphitheater located in proximity to a library branch will enhance the service they provide, and

WHEREAS, FCPRD is willing and able to construct an Amphitheater facility on County property between the Bowman Library building and Lakeside Lake, which will be used for recreation purposes and for the general public; and

WHEREAS, the use by each party for specified purposes of properties belonging to the other is lawful and is in the public interest by virtue of resulting economics in the use of space and of public monies; and

NOW THEREFORE, THIS AGREEMENT, WITNESSETH: That for and in consideration of the mutual benefits to be derived and the desire of the parties hereto to meet and fulfill the needs of the general public of Frederick County, in consideration of the premises and the mutual covenants and promises contained herein, FCPRD hereby agrees to construct an amphitheater near the Bowman Library subject to the following:

1. Construction and associated costs are to be the responsibility of FCPRD.
2. Amphitheater to be constructed in conformance with applicable regulations.
3. FCPRD will be responsible for maintenance of amphitheater.
4. FCPRD will manage reservations for the amphitheater subject to conditions in Appendix A.
5. The Library will allow use of Bowman Library restrooms for amphitheater reservations outside of Bowman Library operating hours, subject to conditions listed in Appendix A.

6. The Library will allow electric service to connect with existing Bowman Library electric service and be responsible for associated use costs.
7. The Library will have amphitheater reservations through FCPRD at no cost.
8. All County park rules are applicable.
9. The Library and County will exchange proof of insurance as detailed in Appendix B.

The terms of this Agreement of Cooperation shall remain in effect until/unless changes are expressly conveyed by Frederick County Parks and Recreation or The Handley Regional Library.

In WITNESS WHEREOF, the parties have caused this Agreement of Cooperation to be duly executed intending to be bound thereby.

HANDLEY REGIONAL LIBRARY:

FREDERICK COUNTY PARKS AND RECREATION

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Appendix A

Scheduling of Amphitheater

1. Planning Timetable

The Library and FCPRD will meet a minimum of two times per year to discuss upcoming amphitheater planning objectives.

2. Scheduling Priorities

- Recreation programs established by the Parks and Recreation Department shall have priority; and
- Programs established by the Handley Regional Library shall have second priority; and
- Other events by other groups, individuals, or agencies shall have third priority.

It is not the practice of FCPRD to cancel established reservations, however FCPRD reserves the right to do so.

3. Normal Hours of Operation

The use of the amphitheater for programs will be Sunday through Saturday. Normal daily operations shall be from dawn to dusk, with use permitted until 11 pm.

4. Use of Bowman Library Restrooms

The opening and use of the Bowman Library Restrooms by FCPRD staff outside of Library operating hours (after-hours) is to be allowed subject to the following:

- a. FCPRD will inform the Library of after-hour restroom use needs a minimum of two weeks prior to the date of use
- b. The Library will designate and certify a minimum of 5 FCPRD staff to be permitted to open restrooms at the Bowman Library for after-hour amphitheater related use.
- c. FCPRD staff will be present on-site to open, close, and monitor Bowman Library restrooms after-hours.
- d. FCPRD will be responsible for leaving the restrooms in a tidy, serviceable condition at the conclusion of use
- e. The Library will bill FCPRD for cleaning of the restrooms when used by FCPRD after-hours. Billing shall be based on a reimbursement equivalent to two (2) hours at the Library part-time employee hourly rate.

Appendix B

Insurance

The Handley Regional Library and the Frederick County Parks and Recreation Department shall each carry appropriate coverage through their respective governing bodies for property, theft, and liability for all sites owned by that entity.

Frederick County Parks and Recreation (FCPRD) shall furnish to the Handley Regional Library (the Library) a certificate of insurance for liability for all Parks and Recreation activities conducted on Library property. In turn, the Library shall do the same for FCPRD.

From time to time, FCPRD may authorize a third party to conduct a County-sponsored program or activity on Library property. In all cases involving medium to high risk potential, FCPRD will require the third party to have insurance coverage as described below. If the activity is determined by FCPRD to be a low risk activity, FCPRD may authorize and exempt the third party from the insurance requirement. Low risk activities are those that present minimal risk of personal injury, illness, property damage, and/or financial loss. Examples include meetings, speeches, presentations, film showings. When appropriate, liability waivers from the participants are encouraged.

FCPRD agrees to collect and ensure the third party's certificate of insurance, which shall name both FCPRD and the Library as additional insured, demonstrates coverage for public liability of not less than \$1 million per occurrence for bodily injury and \$2 million annual aggregate. Coverage for property damage of \$200,000 for any one accident and an aggregate of \$500,000 is also required. This coverage requirement can be met by a policy with either separate limits as stated above or by one with a Combined Single Limit (CSL). The coverage policy of the third party shall be underwritten by a company licensed to do business in the Commonwealth of Virginia and cannot be cancelled without a 30-day notice of commitment to the Library and FCPRD.

Additionally, FCPRD agrees to require the third party to protect, indemnify, and defend and save harmless, the Handley Regional Library, its officers and employees, and Board of Supervisors of the County of Frederick, its officers and employees, from any and all claims, liabilities, and damages, including professional fees, directly or indirectly related to the use of the premises by the third party.

CIVIL WAR CELL PHONE TOUR

Dial Up History
Call 540-302-2877

THE WEST
WOODS
(THIRD WINCHESTER)
Stop #1