

## **Memorandum of Understanding**

### **Between Louisa County and Mineral Volunteer Fire Department**

This Memorandum of Understanding (MOU) is entered into on this [TO BE DETERMINED] day of July, 2025, by and between **Louisa County**, hereinafter referred to as the "County," and the **Mineral Volunteer Fire Department**, hereinafter referred to as the "Organization," to outline the terms and conditions for the use of County tourism funds supporting repair work for the Organization's stage at Walton Park. This MOU reflects the good-faith intentions of both parties and shall be considered binding only where specifically stated herein.

This MOU establishes the expectations and responsibilities of the County and the Organization for the duration of the agreement.

#### **Responsibilities of the Organization**

##### **1. Contractor and Subcontractor Access**

- The Organization agrees to cooperate with Loudin Building Systems and any County-designated contractor, granting uninterrupted access to Walton Park, including but not limited to the stage area and necessary utility connections, during normal business hours or as mutually scheduled. The Organization shall not interfere with, or delay contracted work and shall direct any concerns regarding contractor conduct to the County's designated project manager.

##### **2. Event Space and Rental Days**

- The Organization will provide the County with a 10x10 space at Organization-hosted events, such as the Mineral City Carnival, for a period of five (5) years. These spaces shall be coordinated with the County a minimum of thirty (30) days in advance unless mutually agreed upon.
- The Organization will waive the rental fees for the County on five (5) days per year at Walton Park, for a period of five (5) years.

##### **3. People Counting Devices**

- The Organization agrees to allow County-owned people-counting devices to be installed at Walton Park, including for events. In addition to County-organized events, these devices will be available to other event organizers, like the Louisa County Fair, to support reporting efforts. The Organization will allow these devices to be installed at Walton Park by County staff (per the manufacturer's recommendations including installing in entrance ways, thirteen (13) feet above the ground) for all events held at Walton Park responsible for reporting event attendance to the County. The Organization may authorize long-term placement of the devices. All data collected remains the property of the County, which reserves the right to use, publish, or share such data for tourism-related purposes.

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#### **4. Marketing and Branding**

- Marketing materials for Organization-hosted tourism-related events shall include the Visit Louisa branding for a period of five (5) years. The County reserves the right to update logos as needed during this period.

#### **Responsibilities of the County**

##### **1. Funding for Repair Work**

- The County intends to provide funding in an amount not to exceed \$18,315 for repair work pending final approval by the Louisa County Board of Supervisors. Payments will be made directly to the contractor upon satisfactory completion.

##### **2. Event Space and Rental Days**

- For Organization-hosted events, the County shall notify the Organization at least thirty (30) days in advance of which County department will utilize the 10x10 event space.
- At the beginning of each calendar year, the County will provide the Organization with a list of rental dates needed at Walton Park to host County events.

##### **3. People Counting Devices**

- The County will provide attendance data to the Organization for Organization-hosted events from the people counting system.

#### **Duration and Termination**

- This MOU is effective from the date of signature and will remain in effect until the five (5) year duration for events has concluded.
- Either party may terminate this MOU with thirty (30) days' written notice. In the event of termination by the Organization, the Organization shall reimburse the County for the pro-rata value of any repair work performed at Walton Park under this agreement.

#### **Additional Provisions**

To the extent permitted by law, the Organization shall indemnify and hold harmless the County, its officers, employees, and agents from any claims, damages, or liabilities arising out of the Organization's actions or omissions under this MOU.

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Any disputes arising from this MOU shall be resolved through informal negotiation. If unresolved, the parties agree to submit the matter to mediation before pursuing legal remedies.

#### **Signatures**

##### **For Louisa County:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

##### **For Recipient Organization:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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