

MEMORANDUM OF UNDERSTANDING BETWEEN
Riverside International Friendship Garden, Inc.
AND
City of La Crosse Parks, Recreation, and Forestry Department

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Riverside International Friendship Gardens, Inc. hereinafter referred to as RIFG Board of Directors/RIFG group, and City of La Crosse Parks, Recreation, and Forestry Department, hereinafter referred to as City.

1. PURPOSE:

This MOU sets forth the understanding between RIFG Board of Directors and the City for the purpose of cooperating and defining the roles of each organization.

2. OBJECTIVES:

Riverside International Friendship Gardens, Inc. and the City have the mutual goal to preserve and enhance the Riverside International Friendship Gardens. This MOU is intended to act as a guide for continued cooperation between RIFG Board of Directors and the City. This document may be amended by mutual agreement as the parties may desire. It is not intended to be a legally binding or enforceable document in any respect, and nothing hereinafter creates any legal obligations of any kind for RIFG Board of Directors or the City.

3. INTRODUCTION:

As a Department of the City of La Crosse, the Parks, Recreation and Forestry Department is dedicated to managing parks owned by the City of La Crosse for the benefit of the community. The city owns and manages 3,972 acres of public and park land across 47 parks, including the Riverside International Friendship Gardens at the northern end of Riverside Park.

The parks provide for a variety of uses and activities, including outdoor recreation as well as simple and quiet exposure to nature that many seek for physical and mental well-being in their increasingly hectic modern lives.

The City recognizes the high public demand for diverse outdoor experiences, as illustrated by increasing use on existing trails, events and public meetings, which for many includes experiencing the wonder of a vibrant ecosystem. The City is interested in providing a variety of outdoor experiences in existing and new parks. The City recognizes that a system of high-quality trails and a vibrant ecosystem within the parks contribute to local and regional economies and quality of life.

Riverside International Friendship Gardens, Inc. is a 501(c) 3 private, non-profit organization, incorporated in 2005 with the State of Wisconsin. RIFG group's mission is to serve as a place of beauty, reflection and appreciation for the diverse cultures that share the earth. Through this MOU or subsequent agreements RIFG Board of Directors will provide support and volunteer labor for its mission driven purposes.

The public increasingly recognizes that actively promoting access to natural spaces has significant value for our community. RIFG Board of Directors and the City share a common interest to provide these resources to residents.

4. STATEMENT OF MUTUAL GOALS:

- i. Manage and maintain the Riverside International Friendship Gardens.
- ii. Ensure the gardens accurately and respectfully reflect the cultures represented in the gardens.
- iii. Highlight the Garden's role in promoting international friendships, inclusivity, cultural exchange, and environmental conservation.
- iv. Provide a destination for visitors and community members to experience and admire biologically diverse gardens and vegetation.
- v. Cooperatively promote the garden and volunteer opportunities through various channels.
- vi. Work together to identify and secure funding to support Garden projects and programs. Funding sources include direct funding, private donations, volunteer contributions and grants.
- vii. Coordinate garden work schedule to avoid conflicts with the City's operations, other volunteer efforts, and the public.
- viii. Establish a joint maintenance plan that ensures the longevity of the Garden.
- ix. Encourage continued participation between RIFG Board of Directors and City officials in the development of mutually beneficial improvements or activities involving the garden.
- x. Provide notification of, opportunity to review, and offer recommendation to any alterations, additions, or improvements pertaining to the Gardens.
- xi. Facilitate collaboration and relationships with current and future stakeholders that neighbor the Garden area.
- xii. Adapt and update the mutual goals as needed, ensuring they remain relevant and aligned with both organizations' missions.

Both the City and RIFG Board of Directors commit to working collaboratively towards these mutual goals, recognizing that the success of the Riverside International Friendship Garden is a shared responsibility that benefits the community and enhances the cultural and environmental richness of La Crosse. This agreement is made with the intent of fostering a strong partnership based on mutual respect, open communication, and shared objectives.

5. PRIMARY ACTIONS:

A. The City of La Crosse Parks, Recreation and Forestry Department is committed to:

- i. Provide access to the designated land for the Gardens and necessary infrastructure support including but not limited to water access, electricity, and public restrooms.
- ii. Assist in the administrative requirements pertaining to any necessary permits or approvals for construction, events or other activities related to the Gardens.
- iii. Work with RIFG Board of Directors to identify appropriate partnership opportunities and jointly pursue such projects contingent on availability of funds and personnel.
- iv. Assist in promotion of gardens and volunteer opportunities through City communication channels including website, social media, and press releases.

- v. Provide basic maintenance support through the City's Parks and Recreation Department, including:
 - a. Litter and trash receptacles. The City shall be responsible for the provision and the maintenance of trash and or recycling receptacles in or around the Garden.
 - b. Tree pruning. The City will prune only the trees in the Garden when necessary and in a manner consistent with the City's regular tree maintenance practices.
 - c. Wood chip mulch. The City shall provide wood chip mulch for bedding areas.
 - d. Plant debris removal: The City shall coordinate with members of the RIFG Board of Directors to remove debris and plant material accumulated from routine pruning, trimming, and weed removal in the gardens.
 - e. Security: The City will maintain and monitor security camera footage throughout the available areas of the garden, and share reports with the RIFG Board of Directors as necessary.
- vi. Act in compliance with Wisconsin State Statute 182.0175 by notifying Diggers Hotline prior to any removal or displacement of earth rock or other material in or on the ground including excavation, grade, trench, dig, drill, augur, tunnel, scrape, plow cable or piping related to non-garden, City projects occurring within the garden.
- vii. Coordinate the order and delivery of annual garden plantings intended for the Riverside International Friendship Gardens, with final orders to be placed no later than
- viii. Facilitate the cleaning schedules of rentable facilities within the garden, as necessary.
- ix. Provide timely maintenance for water features within the Garden.
- x. Provide free rental access to the RIFG Board of Directors for any events organized by the RIFG group that are open to the public and do not require an admission fee so long as the City is provided advance notice not less than 30 days.
 - a. Rental accommodation will be subject to availability of the Gardens and may not interfere with other scheduled events or maintenance activities. The City reserves the right to deny requests for specific dates due to previously scheduled events, essential maintenance, or any other reason deemed significant by the City.
- xi. Review this agreement with RIFG Board of Directors annually for the purpose of making revisions as necessary.

B. Riverside International Friendship Gardens, Inc. is committed to:

- i. Provide volunteer support for the day-to-day operations and maintenance of the Gardens, beyond the support provided by the city. Operations include but are not limited to:
 - a. General landscaping. RIFG group shall be responsible for the general landscape maintenance in the Garden. No tools or implements shall be left unattended in the garden.
 - b. Weeds. RIFG group shall control weeds by mechanical means and mulching and shall notify City if pesticide application is necessary. Any application of pesticide, herbicide, fungicides, or any other chemical treatment shall be performed by a licensed applicator.
 - c. Pruning. RIFG group will prune the roses, shrubs and other plants to ensure proper growth, using recognized and approved techniques, and keeping the pathways clear. Clippings will be collected in an agreed upon location for removal to be

coordinated with the City. RIFG group shall not prune trees unless approved by the City Forestry Manager or his/her designee.

- ii. Act in compliance with Wisconsin State Statute 182.0175 by notifying Diggers Hotline prior to any removal or displacement of earth rock or other material in or on the ground including excavation, grade, trench, dig, drill, auger, tunnel, scrape, plow cable or piping related to RIFG projects.
- iii. Assume responsibility for management, maintenance and security of the donation box located within the Gardens.
 - a. This includes but is not limited to regular collection of donations, upkeep, and ensuring the security of funds collected, in addition to maintaining accurate and transparent records of all donations received through the donation box.
- iv. Facilitate the payment, ordering and placement of donation pavers within the Garden.
- v. Obtain City approval prior to implementation of any major alterations, enhancements, replacements, or improvements to the Riverside International Gardens.
- vi. Identify, coordinate and promote volunteer work projects and other efforts to maintain designated garden spaces and facilities and assisting with development of new opportunities.
- vii. Include the City as a sponsor for community events, educational activities and projects as applicable.
- viii. Maintain up to date and consistent representation of the Riverside International Friendship Gardens, including material relevant to the contents of the garden within the RIFG group website.
- ix. Invite City to attend RIFG board meetings provide board meeting minutes as necessary.
- x. Offer summaries of completed work, keeping the City informed about progress and financial status, and providing records of garden improvements to aid in future management.
- xi. Review this agreement with the City annually for the purpose of making revisions.

C. RIFG and the City are committed to:

- i. Working collaboratively to update any master plans or steering documents as they pertain to the Riverside International Friendship Gardens.
- ii. Sharing responsibility for maintenance and upkeep of additions and improvements to the garden as outlined above, or as otherwise agreed upon in writing.
- i. Preserving *the appearance* and integrity of the Riverside International Friendship Gardens.

D. It is mutually agreed and understood by all parties:

- i. The cooperators will develop operating and maintenance plans for ongoing projects located within the Riverside International Friendship Gardens as part of this MOU, which will be reviewed and updated annually.
- ii. The cooperators will jointly seek funding/grants to assist with all aspects of design, construction, management, and maintenance of garden improvement in the Riverside International Friendship Gardens.
- iii. NON-FUND OBLIGATING DOCUMENT This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled through separate contracts or agreements.

- iv. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through May 1, 2025, at which time it will expire unless mutually extended by written agreement.
- v. NON-AGENCY PROVISION. It is understood that the City and Riverside International Friendship Gardens, Inc. are independent parties and are not agents of each other.

Designated Points of Contact and Signatures:

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Date