



Walton County Board of Commissioners Facilities/Risk Mgmt. Dept.

303 South Hammond Dr.
Suite 97
Monroe, GA 30655
(770) 267-1401

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: December 18, 2025

RE: Master Gardener Property Agreement

This letter provides a brief summary of the agreement between the Walton County Board of Commissioners and the University of Georgia Cooperative Extension – Walton County Master Gardener Volunteer Program, as reflected in the attached Agreement.

Under the Agreement, the Master Gardener Volunteer Program is authorized to access and use designated areas of County-owned property for approved horticultural, educational, and beautification projects. All projects require prior County approval, and any permanent or capital improvements constructed on the property become and remain the property of Walton County. The Master Gardeners are responsible for obtaining funding and materials for approved projects, as well as ongoing maintenance of project areas.

The Agreement also addresses general responsibilities related to liability, insurance coverage, compliance with applicable laws, and provides for termination by either party with written notice. This letter is intended as a summary only and does not alter or replace the attached Agreement, which governs in full.

Hank Shirley, Director
Facilities/Risk Mgmt. Dept.

AGREEMENT

Between the Walton County Board of Commissioners and the University of Georgia Cooperative Extension – Walton County Master Gardener Volunteer Program

1. PARTIES

This Agreement (“Agreement”) is made and entered into by and between the Walton County Board of Commissioners (“County”) and the University of Georgia Cooperative Extension – Walton County Master Gardener Volunteer Program (“Master Gardeners” or “Program”).

2. PURPOSE

The purpose of this Agreement is to establish terms and conditions under which the Master Gardener Volunteer Program may undertake horticultural, educational, and beautification projects on County-owned property, while ensuring that all permanent or capital improvements constructed on County property become the property of Walton County.

3. PROPERTY

This Agreement applies to the property owned by Walton County and located at:

1258 Criswell Road, Monroe, Georgia 30655 (“County Property”).

4. AUTHORIZED USE

The County grants permission to the Master Gardeners to access and use designated areas of the County Property for the purposes of:

- Designing, constructing, planting, and maintaining demonstration gardens, educational installations, landscaping, or other approved horticultural improvements; and
- Conducting educational workshops, volunteer events, and community outreach activities consistent with the mission of the University of Georgia Cooperative Extension Master Gardener Volunteer Program.

All proposed projects and installations must be submitted to and approved in writing by the Walton County Board of Commissioners or its designated representative prior to commencement of any work.

5. CAPITAL IMPROVEMENTS

- a. Any capital improvement, structure, fixture, or other permanent installation constructed, installed, or placed on the County Property by the Master Gardeners shall immediately become and remain the sole property of Walton County.
- b. The Master Gardeners shall not remove, relocate, or materially alter any permanent improvement without prior written consent from the County.
- c. The County reserves the right to maintain, modify, or remove such improvements at any time, at its sole discretion.
- d. Nothing in this Agreement obligates the County to provide funding for any improvements unless separately approved in writing by the County.

6. FUNDING AND MATERIALS

The Master Gardeners are responsible for obtaining any necessary funding, donations, and materials for approved projects.

All funds and materials obtained for use on County Property shall be used exclusively for approved project purposes.

7. MAINTENANCE AND CARE

The Master Gardeners shall be responsible for the regular upkeep and maintenance of all project areas they develop, ensuring they remain safe, clean, and consistent with County standards.

If the Master Gardeners discontinue maintenance, they shall provide written notice to the County. The County may then assume control of or restore the property to its prior condition at its discretion.

8. LIABILITY AND INSURANCE

- a. Each party shall be responsible for its own acts, omissions, employees, agents, and volunteers.
- b. The County shall not be responsible for injury, damage, or loss to persons or property arising from activities conducted by the Master Gardeners or their participants.
- c. The Master Gardeners and their volunteers shall be covered under the University of Georgia Cooperative Extension's volunteer liability protections, to the extent available under University policy.
- d. Nothing in this Agreement shall be construed as a waiver of the County's sovereign immunity or other legal defenses.
- e. The University of Georgia Cooperative Extension hereby agrees to carry adequate liability insurance covering its activities on County Property. To the extent allowed by law, the University Cooperative Extension agrees to indemnify, defend and hold the County harmless from any and all claims arising out of or in connection with its activities on County property.

9. TERM AND TERMINATION

This Agreement shall commence on [effective date] and shall remain in effect until terminated by either party with thirty (30) days' written notice.

Upon termination, all improvements shall remain the property of Walton County.

10. COMPLIANCE

The Master Gardeners agree to comply with all applicable federal, state, and local laws, ordinances, and University of Georgia Cooperative Extension policies while performing work under this Agreement.

11. AMENDMENT

This Agreement may be amended only by a written document signed by both parties.

12. ENTIRE AGREEMENT

This document constitutes the entire understanding between the parties and supersedes all prior agreements or understandings related to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

WALTON COUNTY BOARD OF COMMISSIONERS

By: _____

Chairman, Walton County Board of Commissioners

Date: _____

Attest: _____

County Clerk

Date: _____

UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION – WALTON COUNTY OFFICE

By: _____

County Extension Coordinator

Date: _____

MASTER GARDENER VOLUNTEER PROGRAM REPRESENTATIVE

By: _____

Program Chair or Authorized Representative

Date: _____