

Memorandum of Agreement

This Memorandum of Agreement ("MOA") between Arlington County, Virginia, acting through the Department of Parks and Recreation ("DPR"), and Greenbrier Learning Center ("GLC") is for the purpose of operating the GLC elementary afterschool program at the Arlington Mill Community Center.

1. TERM

The initial term of this MOA shall commence on September 1st 2015. Thereafter, this MOA shall be automatically renewed for successive one-year periods unless: (1) either party advises the other party in writing of its intention not to renew the Agreement at least ninety (90) days prior to the annual renewal date; (2) the parties otherwise mutually agree to terminate the agreement; or (3) the County terminates the Agreement in accordance with the Termination provisions set forth herein.

2. USE OF COUNTY FACILITIES

- a. The GLC elementary afterschool program for up to 40 students will operate at Arlington Mill Community Center, located at 909 South Dinwiddie Street, Arlington, VA 22204.
- b. GLC use of spaces at Arlington Mill will consist of academic instruction, structured learning activities, reading aloud as a group, art activities, and physical activities for up to 40 students.
- c. GLC will have scheduled use of one classroom for the GLC program hours of 3:00 pm – 6:00 pm, Monday – Friday, September through June. Additionally, during these hours, scheduled break out space will include use of half of the gymnasium for one hour daily, and two hours of use of other spaces that may vary within the center and include the visual arts room and multipurpose rooms ("GLC Scheduled Use").
- d. GLC will have access to the classroom up to an hour before and after the program for set up and clean up.

3. DPR LIAISON

- a. The DPR Facilities Operations Manager will serve as the liaison with GLC and will relay any concerns and aid in the scheduling process.
- b. Coordinate meetings with Greenbrier Learning Center to execute the terms of this MOA;

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- c. Coordinate special events and activities to avoid conflicting demands on the facilities and to minimize the impact of events on the surrounding community;
- d. Communicate cancellations of GLC Scheduled Use to GLC;
- e. Identify and resolve any maintenance issues; and
- f. Communicate with the public and with GLC about any community concerns.

Contact information for the liaison and for DPR information lines are listed in Appendix A

4. GLC ROLES AND RESPONSIBILITIES

- a. Adhere to all applicable Arlington County facility ordinances, rules, regulations, policies and procedures.
- b. Obtain from the County any necessary applicable permits, such as food/health, environmental, signage, electrical, right-of-way, and special events.
- c. Conduct background checks on all program instructors, and provide the results to the County. Background check requirements and exclusions based on specified background check results are set forth in Appendix B.
- d. Pay fees for GLC Scheduled Use that are in alignment with the approved fee resolution for DPR programs and facilities.
- e. Pay any additional fees required by the County for GLC events that are not GLC Scheduled Use, including but not limited to custodial overtime, police attendance, or additional DPR staff. All such fees and due dates must be agreed upon in writing in advance of the event that results in the fees. GLC also is responsible for renting and providing payment for any desired additional space that is not covered by this MOA. Clean-up after each activity and return any equipment to the proper location. Trash must be collected and disposed of properly in available receptacles.
- f. Ensure the safety and/or security of any property or equipment that GLC brings or stores on Arlington County property.
- g. Reimburse the County for any facility repair or equipment replacement that is necessitated by GLC's negligent use of the facility.
- h. Report all maintenance issues and damage within 24 hours by contacting the County liaison.
- i. Ensure that GLC promptly notifies its participants regarding any cancellation notices or other relevant communications that come from the County.
- j. Ensure that all marketing materials for the program are positive in nature and discuss only GLC's program.

5. SCHEDULING:

- a. GLC will provide the DPR Liaison with its scheduling requests by the deadline provided by DPR. This request should include dates/timeframe needed, activity, room type, and number of participants. GLC will then provide a more detailed schedule to the DPR liaison 10 business days prior to the start of the activity.

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- b. Special events must be scheduled at least six months in advance and require a Special Event permit.
 - c. The County reserves the right to cancel or adjust the schedule for GLC Scheduled Use or any other use by GLC. The County may also close facilities for inclement weather or poor facility conditions (like icy walkways) or when the facilities are under construction or are otherwise not operational.
6. COMMITMENT TO CUSTOMER SERVICE
- a. The parties agree to share data on customer satisfaction and any customer complaints and to address complaints and concerns promptly.
 - b. GLC agrees to cooperate fully with any investigation of customer complaints conducted by or on behalf of DPR. Failure to cooperate with any such investigation shall constitute a breach and may result in the revocation or suspension of this MOA.
7. FINANCIAL TERMS
- a. Each party will pay for all costs associated with carrying out its respective responsibilities as listed in this MOA.
 - b. Any payments by GLC to the County or by the County to GLC will be made within 30 days of receiving an invoice from the party to which payment is due. If GLC disputes any portion of an invoice from the County, GLC must pay the undisputed amount while the parties resolve the disputed charges.
8. DISPUTE RESOLUTION
- The parties to this MOA 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 MOA, or regarding any aspect of GLC's 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.
9. COMPLIANCE AND TERMINATION
- a. Failure to comply with the terms of this MOA, including but not limited to exceeding reservation times or acting inappropriately to other groups or users, could result in loss of priority reservations or cancellation of current reservations.
 - b. At the County's sole discretion, GLC's failure to comply with the terms of this MOA or with any federal, state or local law or regulation may also be cause for termination of this MOA. Termination shall be effective 30 days after the County notifies GLC in writing of the non-compliance, unless the County determines that GLC has corrected the non-compliance within the 30-day period.

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- c. The County also may terminate the MOA, in whole or in part, whenever the County determines that such termination is in the County's best interest. GLC will be responsible for remitting within 30 days any amounts that are owed to the County at the time of termination unless otherwise determined by the County. Any disagreements as to the amounts owed will be resolved pursuant to the Dispute Resolution provision of this MOA.

10. INDEMNIFICATION

GLC covenants to save, defend, hold harmless and indemnify the County and all of its officers, officials, departments, agencies, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with GLC or its agents' or invitees' acts or omissions in performance or nonperformance of its obligations under this MOA.

11. INSURANCE REQUIREMENTS

GLC must provide proof of commercial general liability insurance coverage of no less than \$1,000,000 per incident/\$2,000,000 aggregate for GLC, including Personal Injury and Contractual Liability, and must include Arlington County (including its elected and appointment officials, agents and employees) as an additional insured. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County.

12. VIRGINIA FREEDOM OF INFORMATION ACT

The parties understand and agree that the County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 *et. seq.*, the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control shall be open to the public for inspection and copying to the extent that such disclosure is required or permitted by law.

13. NON-DISCRIMINATION

GLC shall not discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sexual orientation, disability, or any other characteristic that is protected by local, state or federal law.

14. ADDITIONAL TERMS

- a. This written MOA constitutes the entire agreement between Arlington County and GLC as it relates to usage of Arlington Mill Community Center for the GLC after-school program.
- b. This MOA may only be modified by written amendment signed by both parties.

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- c. Neither party may assign or transfer its rights and interests in this MOA to any other person, business or entity.
- d. This MOA does not constitute a transfer of ownership or management of any assets specified or detailed in this agreement and does not govern management of the facility except as detailed herein.
- e. This MOA is not intended to create any rights or benefits for or to create a contract for the benefit of any third party.
- f. The DPR Facilities Operations Manager shall be responsible for the administration and management of this agreement for the County.
- g. (GLC representative) shall be responsible for the administration and management of this agreement for Greenbrier Learning Center.

The County liaison and GLC representative shall evaluate the effectiveness of this agreement annually and make recommendations to the Director of Parks and Recreation regarding any changes. The annual meeting shall be attended by the DPR Facilities Operations Manager and the GLC Executive Director and by representatives from the DPR Finance Unit.

Mark J. Schwartz
Signature

MARK J. SCHWARTZ
Full Name

ACTING COUNTY MANAGER
Title

Arlington County

Date 7/16/15

Courtney Keene
Signature

Courtney Keene
Full Name

Executive Director
Title

Greenbrier Learning Center

Date 7/6/15

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APPENDIX A

Points of Contact

Each party agrees to notify the other as soon as possible, and in any event within no more than 30 days, of any changes to the points of contact.

Contact for Arlington County:

Peter Lusk
Facilities and Operations Unit Manager
Department of Parks and Recreation – Facility Operations Unit
Arlington County Department of Parks and Recreation
3700 South Four Mile Run Drive
Arlington, VA 22206
plusk@arlingtonva.us
571-447-8245

Patrick Mallon
Arlington Mill Community Center Manager
Department of Parks and Recreation – Facility Operations Unit
909 South Dinwiddie Street
Arlington, VA 22204
pmallon@arlingtonva.us
703-228-7456

Facility Scheduling Office: This office is available between 8:30 a.m. and 5:30 p.m. Monday through Friday as a resource for individuals or groups that reserve/rent space: facilitiescheduling@arlingtonva.us or 703-228-1805.

Facility Rover: The County Facility Rover is available after business hours (nights and weekends) to provide assistance for issues at any DPR facility: 571-238-0265.

Inclement Weather Line: The County will communicate the status of facilities that are closed as a result of inclement weather or field conditions through a recorded message at 703-228-4747.

Contact for Greenbrier Learning Center:

Courtney C. Reeve
Greenbrier Learning Center Executive Director
5401 7th Road S.
Arlington, VA 22204
courtney@greenbrierlearning.org
703-379-6488 ext. 100

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Appendix B

Background Check Requirements

Social Security Verification – This verifies the individual’s name against the Social Security Number provided. This helps to eliminate the possibility of false names and/or information.

Address Trace – This verifies the individual’s current address and identifies previous addresses. This information is used to determine the jurisdiction in which the background screening is to be conducted.

State or County Criminal Record Check – A Statewide or Countywide (depending on the jurisdiction) criminal record check is performed to capture all misdemeanor and felony convictions in that jurisdiction. Using “Smart Check”, the search is conducted in the jurisdiction(s) with the longest and most current residencies.

Sex Offender Registry – Search of the appropriate state sex offender registries based on the address history.

National Criminal History Database Search (Optional) – Criminal records from various sources and from many jurisdictions across the country can be accessed and used to supplement the local criminal history search.

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