

**MEMORANDUM OF UNDERSTANDING BETWEEN ARLINGTON COUNTY, VIRGINIA AND THE
ARLINGTON COUNTY FAIR, INC.**

This Memorandum of Understanding (“MOU”), by and between Arlington County, Virginia (hereinafter “Arlington County”) and the Arlington County Fair, Inc. (hereinafter “ACF”) is for the purpose of defining their responsibilities for the Arlington County Fair.

ACF is a nonprofit volunteer-driven organization that embraces a diverse community by educating, entertaining and showcasing the best of Arlington.

The Arlington County Fair is a prominent community event that is valued by the Arlington community.

The Arlington County Fair is recognized as the official “County Fair” in Arlington, held annually in August.

ACF will manage the Arlington County Fair based on a strategic plan that is developed with input from Arlington County.

1. Term:

- a. The initial term of this Agreement shall commence upon the execution of this agreement. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement 90 days prior to the annual renewal date or unless the Parties otherwise mutually agree to terminate the agreement.

2. Arlington County agrees to provide the following support for the Arlington County Fair at no cost to ACF, subject to available resources:

- a. Thomas Jefferson Community Center including the gymnasium, recreation center, common areas, restrooms, showers and storage area, as well as the outside grounds including upper fenced field, synthetic field, diamond field, grass areas, basketball courts, tennis courts, and all parking lots will be available for set up, execution and breakdown of the event (via facility request prepared and submitted by the County Fair Liaison) as permitted by Arlington County Department of Parks and Recreation Guidelines and Regulations on the dates specified in Attachment C.
- b. The following utilities and equipment will be made available: existing electrical supply, water, phone lines, PA system, park benches, picnic tables, bleachers, and trash and recycling receptacles. Additional equipment may be provided on a case by case basis. These utilities and equipment will be made available on the dates specified in Attachment C.
- c. As determined by Arlington County, the following may be provided:
 - 1) Police Department honor guard for the Fair opening ceremonies on the dates specified in Attachment C.
 - 2) Fire Department honor guard for the Fair opening ceremonies on the dates specified in Attachment C.

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- 3) Sheriff's Department inmate services and honor guard on the dates specified in Attachment C.
- 4) Department of Environmental Services: water bottle fill station on the dates specified in Attachment C.

d. Arlington County will provide a County Fair Liaison who will:

- 1) Provide support to the ACF Board for the Arlington County Fair. Support includes, but is not limited to, serving as on-site liaison to coordinate Arlington County services, manage food vendors and obtain quotes from equipment suppliers.
- 2) Coordinate all Arlington County support and services for ACF, to include:
 - i. Secure the use of Thomas Jefferson Community Center and grounds per section 1.a.
 - ii. Ensure the availability of utilities and equipment per section 1.b.
 - iii. As determined by Arlington County, coordinate services by various Arlington County departments and Arlington Public Schools.
- 3) Recommend and utilize appropriate cost control efforts wherever possible.
- 4) Represent Arlington County's interest with ACF.
- 5) Facilitate communication towards common goals between ACF and Arlington County.
- 6) Serve as the Arlington County Point of Contact.
- 7) Attend and arrange meeting space in Arlington County facilities for monthly ACF Board Meetings. Written meeting minutes will be provided by ACF no later than 30 calendar days from the conclusion of each monthly meeting.
- 8) Abide by the Arlington County Fair Code of Ethics (Attachment B).

3. **ACF agrees to pay Arlington County and Arlington Public Schools ("APS") for the following services or facilities:**

- a. APS custodial services
- b. Department of Parks and Recreation services (that are not mentioned in section 1)
- c. Police Department services
- d. Fire Department services
- e. T.E.A.M. services, such as moon bounces, face painting and balloon art at a discounted rate
- f. Transportation Services for:
 - 1) Washington-Lee/I-66/Ballston Metro route provided by Department of Parks and Recreation shuttles/buses
 - 2) Career Center route provided by APS shuttles/buses
- g. Necessary permitting fees, including Building Permit and Certificate of Occupancy for outdoor tents and any additional permits as determined by Arlington County departments.

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- h. The Parties understand that there may be circumstances where either upgrades or improvements to facilities or services are desired or necessary that are above and beyond what is required in the MOU. Under such circumstances and after agreement by both Parties, ACF shall be responsible to pay Arlington County and/or APS for the cost of those upgrades and improvements. Should the parties fail to agree on the cost and timeline for the upgrades and improvements, no such upgrades and improvements will be provided, but all remaining terms of the MOU will remain in effect.
- i. A/V equipment for indoor entertainment and Opening Ceremonies through Arlington Economic Development.
- j. Facility repair and replacement for any damages/impairments to Arlington County facilities necessitated by ACF's use of the premises (except normal wear and tear).

4. In recognition of the provided site and support from Arlington County, ACF agrees to provide Arlington County with the following:

- a. Up to 35 10'x10' total booth spaces or their equivalent, at no cost, inside the gym for Arlington County government agencies and nonprofits and groups whose proceeds directly support Arlington County government. The County must submit floor plan including total numbers of tables and chairs to ACF by July 1.
- b. Coordination of electricity set up for Arlington County exhibits at no cost. The County must include its electricity needs in its floor plan.
- c. Outdoor space for Police, Sheriff and Fire Department mobile units and Virginia Cooperative Extension exhibit at a reduced cost.

5. The ACF also agrees to:

- a. Dispose of trash in available receptacles after its use of Arlington County and APS premises
- b. Whenever possible, provide recognition as follows: The Arlington County Fair is produced solely by the Arlington County Fair, an all-volunteer nonprofit organization, with cooperation by Arlington County Government.
- c. Give Arlington-based food vendors a discount on vendor fee
- d. Work with Arlington-based artists, businesses, and community and civic groups to showcase local organizations as appropriate.
- e. Comply with all requirements of the Internal Revenue Service so as to remain an approved 501(c)(3) organization.
- f. Have each event approved by the County's Special Events Committee and meet the parameters of the Committee.
- g. Invest all revenue into ACF, its programming and management.
- h. Provide Arlington County with the current year ACF Financial Report and Financial Review that has been developed by an outside accounting firm on an annual basis.
- i. Obtain all the necessary permitting from Arlington County, which may include:
 - 1) Special Event permit, to be obtained via the Office of Special Events

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- 2) Certificate of Occupancy for tents bigger than 10'x10' from Zoning Office
 - 3) Building permit for Midway amusements from Zoning Office
 - 4) Approval to post signage from the Zoning Office
 - 5) Electrical permits as needed from the Department of Community Planning, Housing and Development
 - 6) Fire Prevention Code and Open Flame permits from the Fire Department
 - 7) Right-of-Way permit from the Department of Environmental Services
 - 8) Temporary health permits for non-mobile food vendors from the Department of Human Services, which are obtained directly by the non-mobile food vendors
- j. Engage with Arlington County in collaborative marketing/publicity
- 1) All marketing materials will be positive in nature and must be presented in a manner that reflects well on ACF and Arlington County. ACF will collaborate with the Arlington County Department of Parks and Recreation (DPR) to market and publicize the Arlington County Fair.
 - 2) All printed and digital materials that contain the Arlington County logo and reference areas of this agreement will be reviewed by both parties. Edits and/or approval will be given within seven days of review.
 - 3) All marketing materials that display the County logo will do so according to the County's Design Standards and when possible will include the statement "in cooperation with Arlington County."
 - 4) Both parties will cross-promote the Arlington County Fair in marketing materials including posters, web sites, press releases and signage.
 - 5) Arlington County grants the use of the Arlington County logo in regards to the scope of this agreement. ACF grants the use of the ACF logo in regards to the scope of this agreement. All logo usage requires the prior consent of the logo owner, and logo owners will provide timely review, edit and/or approval within seven working days of final page proofs.
 - 6) It is understood that logo usage does not constitute an endorsement of any general policies, activities or products. Where confusion could result, materials must be accompanied by a disclaimer to the effect that no endorsement is intended.
- k. Follow all Arlington County ordinances and additional policies or regulations provided by Arlington County.
- l. Develop programming that supports the mission and vision of Arlington County
- m. Provide event data such as ticket sales and attendance to Arlington County each November following that year's Arlington County Fair.
- n. Abide by the Arlington County Fair Customer Service Standards (Attachment A).
- o. Share data on customer satisfaction or complaints, and to address complaints and concerns promptly. Customer dissatisfaction may be grounds for termination of the MOU.

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- p. Provide clear communication, via written statement in any printed materials or verbal statements in any non-written materials, that any fundraising activities or solicitation of funds on behalf of the ACF in connection with the Arlington County Fair are for ACF and not on behalf of Arlington County.

6. Financial terms

- a. Each party to this MOU will pay for all costs associated with carrying out its respective responsibilities as listed in this MOU. With exception to Section 2 of this MOU, the parties agree that neither party shall be required to pay the other party any monies as a result of the services rendered under this MOU.
- b. Payments between the parties will be made within 30 days of invoice.
- c. Disputes regarding bills should be brought to the attention of the County Liaison and ACF Chair. If a bill is disputed, payment must be made for any undisputed amounts. Payments may be held only for disputed portions of a bill.

7. Dispute Resolution

- a. The parties to this MOU 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 MOU, or regarding any aspect of the County Fair 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.

8. Indemnity

- a. ACF covenants to save, defend, hold harmless and indemnify Arlington 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 ACF or its agents or invitees acts or omissions in performance or nonperformance of its obligations under this MOU.

9. Insurance requirements

- a. ACF agrees to purchase general liability insurance coverage in the amount of no less than \$1,000,000 per incident/\$2,000,000 aggregate (cap) for ACF to include Personal Injury, Completed Operations, Contractual Liability, Workers Compensation, Automobile Bodily Injury and Property Damage Liability and name Arlington County (including its elected and appointment officials, agents and employees) as additional insured. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County.

10. Virginia Freedom of Information Act

- a. 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 such disclosure is required by law.

11. Non-Discrimination

- a. Arlington County and ACF 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.

12. Additional Terms

- a. This written MOU constitutes the entire agreement between Arlington County and ACF as it relates to the Arlington County Fair.
- b. Neither party may assign or transfer its rights and interests in this MOU to any other person, business or entity.
- c. Transfer: This MOU does not constitute a transfer of ownership or management of any assets specified or detailed in this MOU.
- d. Compliance: The Parties periodically will review compliance with procedures and responsibilities outlined in this MOU. Concerns will be identified in writing and in discussion with the Parties to this MOU, identifying measures needed to improve compliance. Failure to comply within 30 days of receipt of such notice may result in suspension or termination of the MOU.

13. Termination:

- a. Termination shall be effective 30 days after the County gives written notice of a compliance issue to ACF and ACF fails to cure the compliance issue. Anything unpaid shall still be owed to the County in the event of Termination under this paragraph.

14. Administration of MOU

- a. The County Fair Liaison shall be responsible for the administration and management of this MOU for the County.
- b. ACF Chair shall be responsible for the administration and management of this MOU for ACF.

15. Review

- a. ACF Chairman and the County Fair Liaison will review the effectiveness of this MOU annually and make recommendations Arlington County Fair Board and the Director of Marketing and Communications for Arlington County's Department of Parks and Recreation regarding any changes.

Mark J Schwartz

Signature

MARK J. SCHWARTZ

Full Name

ACTING COUNTY MANAGER

Title

Arlington County

Date

8/11/14

Amy Doane

Signature

AMY DOANE

Full Name

CHAIR

Title

ACF

Date

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Attachment A: Customer Service Standards

ACF and County staff will work together to establish meaningful customer service performance standards as customer service is a priority of both organizations:

- Treat every community member and customer with courtesy and respect
- Communicate in a proactive, professional and informative manner
- Provide prompt, reliable and quality service in your area of work
- Be generally knowledgeable of County and ACF services especially as they relate to areas that affect the Arlington County Fair
- In working to build effective relationships with the larger community, staff and volunteers are welcoming, helpful, and responsive to fair customers and the Arlington community.
- Support the Arlington CAREs initiative with:

Communication:

- We will be proactive, professional and informative in all communications
- We will listen, understand and clarify what the customer is requesting

Awareness:

- We will have a thorough knowledge of our own areas of work and a general knowledge of all current county services

Respect:

- We will recognize our customers as individuals and will treat them with courtesy and respect

Execution:

- We will deliver prompt, reliable and quality services

Attachment B: ACF Ethics Policy

The Arlington County Fair is a non-profit volunteer-driven organization that embraces a diverse community by educating, entertaining, and showcasing the best of Arlington.

Ethics Policy

As representatives of the Arlington County Fair (staff, volunteers and board members), we dedicate ourselves to carrying out the mission of this organization. We will:

1. Recognize that the chief function of The Arlington County Fair is to embrace a diverse community by educating, entertaining, and showcasing the best of Arlington."
2. Accept as a personal duty the responsibility to keep up to date on emerging issues and to conduct ourselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
3. Respect the structure and responsibilities of the board of directors, provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the board of directors.
4. Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
5. Exercise whatever discretionary authority we have under the law to carry out the mission of the organization.
6. Serve with respect, concern, courtesy, and responsiveness in carrying out the organization's mission.
7. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all our activities in order to inspire confidence and trust in our activities.
8. Avoid any interest or activity that is in conflict with the conduct of our official duties.
9. Respect and protect privileged information to which we have access in the course of our official duties.
10. Strive for personal and professional excellence and encourage the professional developments of others.

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Attachment C: Fair Dates and Schedule for Years 2014 and 2015

Fair dates for years 2014 and 2015 have been established. For all subsequent years, ACF must consult with Arlington County in advance of confirming Fair dates. Factors such as summer school, camps, construction and other considerations must be taken into account when selecting Fair dates.

2014 and 2015 Fair Dates and Schedule:

	<u>Indoor Hours</u>	<u>Outdoor Hours</u>
Wednesday, August 6, 2014	N/A	5 p.m. – 10 p.m.
Thursday, August 7, 2014	N/A	5 p.m. – 10 p.m.
Friday, August 8, 2014	4 p.m. – 10 p.m.	2 p.m. – 11 p.m.
Saturday, August 9, 2014	10 a.m. – 9 p.m.	10 a.m. – 11 p.m.
Sunday, August 10, 2014	11 a.m. – 7 p.m.	11 a.m. – 10 p.m.

	<u>Indoor Hours</u>	<u>Outdoor Hours</u>
Wednesday, August 5, 2015	N/A	5 p.m. – 10 p.m.
Thursday, August 6, 2015	N/A	5 p.m. – 10 p.m.
Friday, August 7, 2015	4 p.m. – 10 p.m.	2 p.m. – 11 p.m.
Saturday, August 8, 2015	10 a.m. – 9 p.m.	10 a.m. – 11 p.m.
Sunday, August 9, 2015	11 a.m. – 7 p.m.	11 a.m. – 10 p.m.

Areas of the Thomas Jefferson Community Center and grounds as specified in section 1.a will be made available from Saturday, August 2, 2014 at 10 a.m. until Monday, August 11, 2014 until 5 p.m. and from Saturday, August 1, 2015 at 10 a.m. until Monday, August 10, 2015 until 5 p.m.

The utilities and equipment specified in section 1.a will be made available from Saturday, August 2, 2014 at 10 a.m. until Monday, August 11 until 5 p.m. and from Saturday, August 1, 2015 at 10 a.m. until Monday, August 10, 2015 until 5 p.m.

As determined by Arlington County, the following may be provided:

- 1) Police Department honor guard for the Fair opening ceremonies on Thursday, August 7, 2014 from 6-7 p.m. and Thursday, August 6, 2015 from 6-7 p.m.

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- 2) Fire Department honor guard for the Fair opening ceremonies on Thursday, August 7, 2014 from 6-7 p.m. and Thursday, August 6, 2015 from 6-7 p.m.
- 3) Sheriff's Department inmate services from Tuesday, August 5, 2014 from 8:30 a.m. to 2 p.m. to Monday, August 11, 2014 from 8 a.m. to 12 p.m. and Tuesday, August 4, 2015 from 8:30 a.m. to 2 p.m. to Monday, August 10, 2015 from 8 a.m. to 12 p.m.
- 4) Sheriff's Department honor guard on Thursday, August 7, 2014 from 6-7 p.m. and Thursday, August 6, 2015 from 6-7 p.m.
- 5) Department of Environmental Services: water bottle fill station on Wednesday, August 6, 2014 at 5 p.m. to Sunday, August 10, 2014 at 10 p.m. and Wednesday, August 5, 2015 at 5 p.m. to Sunday, August 9, 2015 at 10 p.m.

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Attachment D: Arlington County Park Rules & Regulations

Personal Conduct Rules

The following are strictly prohibited unless otherwise specified:

1. Illegal gambling or wagering.
2. The carrying or discharge of any handgun, firearm, air gun, gas gun, spring operated gun, B.B. gun, or any other gun, slingshot, dart devices, or bow and arrow, except as any of the above may be specifically allowed by law.
3. The possession or discharge of fireworks or explosive devices or any kind. Exceptions to this rule will be determined for scheduled activities and must be specifically authorized by DPR.
4. Being drunk or disturbing the peace through riotous, boisterous, threatening, or indecent conduct, or the use of abusive, threatening, profane, or indecent language.
5. Defecating or urinating in other than a rest room.
6. Use, Consumption, or Possession of Alcoholic Beverages.
 - The use, consumption, or possession of alcoholic beverages on certain County property, as defined in Section 17-2 of the Arlington County Code, is unlawful except as defined in Section 17-2. And further described below. The term "alcoholic beverage" refers to beer, wine, and mixed beverages as defined in the Virginia Alcoholic Beverage Control Act.
 - The use, consumption, or possession of alcoholic beverages is allowed by a County-issued Alcoholic Beverage Use Permit only in the following designated park areas (Exhibit A).
 - Beer and wine only in designated areas:
 1. Gateway Park (1300 Lee Highway)
 2. Clarendon Central Park (3140 Wilson Blvd.)
 - Beer, wine and mixed beverages in the Main House and designated adjacent grounds at Fort C. F. Smith Park (2411 North 24th Street).
 - Persons wishing to provide for the use, consumption, or possession of alcoholic beverages in the designated areas must obtain an Alcoholic Beverage Use Permit from Arlington County, as well as the necessary licenses or permits from the Virginia Alcoholic Beverage Control Board. Requests must be received in the office of the Department of Parks and Recreation a minimum of fourteen (14) days prior to date of use.
 - Anyone wishing to reserve a designated area and serve alcoholic beverages must obtain an Alcoholic Beverage Use Permit (Exhibit A) for one of the above listed park areas. To obtain a permit, write or call: Department of Parks and Recreation; 3600 South Four Mile Run Drive; Arlington, VA 22206 or phone (703) 228-7980 or fax (703) 228-6507.

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- The Alcoholic Beverage Use Permit fee is \$100.00, payable to the Treasurer of Arlington County. The fee reflects partial recovery of the administrative costs related to the Alcoholic Beverage Use Permit. Costs associated with providing support services from the Police Department, Fire Department, Department of Environmental Services, or other County departments will be charged to the permit holder and collected separately.
- A copy of the Alcoholic Beverage Use Permit application will be sent by DPR to the Arlington County Police Department (Special Operations Section, Special Events Coordinator) and the Arlington County Risk Manager for review and recommendation.
- The application must be in the name of the individual who secures the Virginia ABC permit, not a group or organization. The applicant can represent a group or organization.
- The applicant must be at least 21 years of age with no previous alcohol-related convictions, such as, but not limited to, the illegal use or possession of alcoholic beverages, driving under the influence of alcohol, and similar offenses.
- The applicant will be responsible for ensuring that no person who is under the age of 21 or is intoxicated will be served any alcoholic beverages. The applicant will be required to provide a plan which shows how the applicant will prevent drinking by persons under the age of 21 and persons who are intoxicated at the event or function covered by the permit.
- The applicant must fill out the Alcoholic Beverage Use Permit application form completely and accurately.
- The Alcoholic Beverage Use Permit allows the use, consumption, or possession of alcoholic beverages only during the facility usage times and dates specified on the permit, and only in the designated area(s) at the requested site.
- All applicable laws, rules, and regulations apply.
- The Alcoholic Beverage Use Permit is subject to cancellation at any time at the sole discretion of Arlington County, with or without cause, and the County shall have no liability arising from the cancellation of any such permit.
- The applicant and any business or entity the applicant represents will be required to indemnify the County, its agents, and employees from any liability associated with the use, consumption, or possession of alcoholic beverages on County property and to provide adequate liability insurance covering the applicant, the entity represented, and the County and its officers, agents, and employees from any such liability. The insurance requirements are set forth in Exhibit B.
- The applicant will be required to provide the County with a security deposit in the amount of \$1,000.00 to cover the cost of damages to County property or unanticipated costs to the County as a result of the use of County property. If there are no damages or unanticipated costs to the County, the security deposit will be returned without interest

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to the applicant within 30 calendar days following the event. The applicant will provide a certified check made payable to the Treasurer Arlington County to fulfill the security deposit requirement.

- A Special Event Application may be required, in addition to the Alcoholic Beverage Use Permit. If required, the Special Event Application may be obtained from and must be submitted to the Special Events Coordinator, Arlington County Police Department, Special Operations Section, (703) 228-4232.
- In addition to the Arlington County Alcoholic Beverage Use Permit, anyone wishing to reserve Gateway Park, Clarendon Central Park, or the main House at Fort C.F. Smith Park and serve alcoholic beverages must obtain a One Day Banquet License from the Virginia Alcoholic Beverage Control Board, and any other licenses or permits required by such Board. To obtain a license, write or call the Virginia Department of Alcoholic Beverage Control, Alexandria Office; 501 Montgomery Street; P.O. Box 2515; Alexandria, VA 22313-5157; (703) 518-8090.
- The applicant will provide DPR with one (1) copy of the One Day Banquet License and all other applicable licenses and permits issued to him/her by the Virginia Alcoholic Beverage Control Board at least fourteen (14) calendar days prior to the rental date.
- An approved Arlington County Alcoholic Beverage Use Permit is proof of reservation when applying to the Virginia Alcoholic Beverage Control Board for a license.
- The applicant is responsible for obtaining the Virginia Alcoholic Beverage Control License and ensuring adherence to the applicable regulations.
- The Arlington County Alcoholic Beverage Use Permit and the appropriate Virginia Alcoholic Beverage Control licenses and permits must be posted conspicuously for inspection at the permitted event in a location visible to the public for inspection by law enforcement and other authorized personnel.

Park/Facilities Use Rules/Regulations

1. Unless otherwise provided, parks and unlighted play areas shall be open to the public only between the hours of sunrise and sunset. Fires may be kindled only in facilities specifically provided for the purpose. Authorized fires must be attended at all times and fully extinguished before leaving the site.
2. Camping is allowed by permit and only in those places specifically provided for the purpose.
3. Practicing or playing golf, baseball, softball, lacrosse, archery, hockey, soccer, tennis, skateboarding or other games of like character shall occur only in those areas specifically provided for that purpose. Games involving thrown or otherwise propelled objects such as stones, javelins and model airplanes, shall be played only in areas specifically set aside for such use. Permits for specific use at certain times and places may be required. Contact the Facilities Scheduling Unit for a permit or further information.
4. Swimming or wading is prohibited in ponds or streams unless under supervision of a County program.

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5. Use of certain designated facilities and areas, by groups or individuals, shall require a permit. Users who do not have permits shall immediately relinquish use of the facility or area upon presentation of valid permit. Contact the Facilities Scheduling Unit for a permit or further information.
6. Posted rules regarding use of tennis courts, athletic fields, and other areas will be followed.
7. Reservations/permits for groups composed of minors shall be issued only to adults who accept responsibility for supervision throughout the period covered by the reservations/permits. Contact the Facilities Scheduling Unit for a permit or further information.
8. Driving, riding, or parking any bicycle, motorcycle or motor vehicle shall be limited to areas designated for such use.
9. The operation of "go-karts" or similar vehicles is prohibited.
10. The repair or washing of vehicles is prohibited.
11. No persons over the age of six years may use rest rooms or washrooms designated for persons of the opposite sex.
12. Amplified sound devices are regulated by Chapter 15 of the County Code. A permit must be secured for their use. Contact the Facilities Scheduling Unit for a permit or further information.
13. Nothing may be offered for sale or sold or rented in or upon any regulated open space, without a permit. Contact the Facilities Scheduling Unit for a permit or further information.
14. There shall be no commercial solicitation of any kind. Any political or religious solicitations shall not unduly interfere with the normal operations of the park facilities or with the movement of activities or persons using park facilities. In the case of special events, such as, but not limited to the annual fireworks display, DPR reserves the right to designate specific areas for such solicitation.
15. Reference is also made to Arlington County Code, Chapter 16-17 (Littering).
16. No advertising may be placed in or upon any park, public open space, or structure.
17. The placing of signs by the public, other than such temporary directional signs as may be expressly permitted, is prohibited. Responsibility for removal of permitted signs rests with the permit holder. Contact Director, DPR, for permit and further information.
18. Geocaching may be allowed following certain guidelines. Contact Park Management at 703-228-6525 for more information.

Conservation and Protection

1. Pollution of any stream, pond, or other body of water is prohibited.
2. Dumping of trash, grass cuttings, tree trimmings, or other debris is prohibited. Refuse and litter of whatever kind must be placed in designated receptacles and may not be burned.
3. Picnic areas must be cleared of all garbage and other refuse before departure.

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4. Structures and equipment, in or upon regulated open space, including drinking fountains, benches and tables, and monuments shall not be damaged or defaced
5. The conduct of animals in or on regulated open space must be controlled to preserve the health and safety of the public. The individual accompanying the animal(s) is responsible for its control.
6. The running of dogs and other pets at large is forbidden, except in designated off-leash areas (Dog Parks).
7. Horses and ponies are prohibited in parks and on trails without express permission. Contact Park Management at 703-228-6525 for exceptions.
8. Trees, shrubs, and other flora, dead or living, shall not be removed, destroyed or disturbed. Contact Park Management at 703-228-6525 for exceptions.
9. Animals, birds, fish, and other fauna shall not be molested, injured, or caught. Contact Park Management at 703-228-6525 for exceptions.
10. The land, including turf, soil, and rocks in or upon regulated open space shall not be damaged or removed.
11. Removal of historical materials or use of metal detectors is prohibited. Contact Park Management at 703-228-6525 for exceptions.

Peddlers/Vendors/Canvassers

No peddler, vendor, or canvasser, as defined in Section 30.2 of the Arlington County Code, shall operate in or upon Arlington County public park and recreational facilities, nor shall there be any commercial sales in or upon such facilities, except as follows:

1. Arlington County may grant permission for sales of goods in designated spaces or areas during specified events scheduled and sponsored by the Department of Parks and Recreation. Such sales must be incidental to cultural, educational, recreational or public service use. Sales must comply with all applicable provisions of the County Code.
2. Arlington County may grant permission to peddlers, vendors, or canvassers, as defined in Section 30.2 of the Arlington County Code, for sales at the Arlington County Fair and the Northern Virginia Folk Festival. Such peddlers, vendors, or canvassers must comply with all applicable provisions of the County Code, and such other reasonable criteria as may be established by the DPR. Contact the Department of Parks and Recreation at 703-228-7529 for further information.
3. Nothing herein shall be construed to restrict the authority of the County to contract, through the granting of concessions or otherwise, for the sale of goods or services in or upon public park and recreational facilities under terms and conditions to be established by the County.

Attachment E

Points of Contact

Each party agrees to notify the other as soon as possible, or within 30 days, if a named representative can no longer serve as a point of contact for purposes of this agreement.

Contact for Arlington County:

Laura Barragan
County Fair Liaison/Special Events and Communications Manager
Arlington County Department of Parks and Recreation
2100 Clarendon Blvd., Suite 414
Arlington, VA 22201
Lbarragan@arlingtonva.us
703-228-3329, m 240-893-2100

Susan Kalish
Director of Marketing and Communications
Arlington County Department of Parks and Recreation
2100 Clarendon Blvd., Suite 414
Arlington, VA 22201
skalish@arlingtonva.us
703-228-3330, m 703-403-2148

Contact for ACF:

Amy Doane
Chair
Arlington County Fair
PO Box 40244
Arlington, VA 22204
info@arlingtoncountyfair.us
Telephone: 703-829-7471

MEMORANDUM OF UNDERSTANDING BETWEEN ARLINGTON COUNTY AND ARLINGTON COUNTY FAIR, INC. REGARDING THE ANNUAL ARLINGTON COUNTY FAIR.

County initials and date MJS 8/11/14

Partner initials and date ad 8/6/14