

Memorandum of Agreement Between Arlington County and Arlington Aerials Parents Association

This Memorandum of Agreement ("MOA") between Arlington County, Virginia, acting through the Department of Parks and Recreation ("DPR"), and Arlington Aerials Parents Association ("AAPA") is for the purpose of establishing a relationship between the County and the AAPA to guide the operations of the Arlington County Girls' Gymnastics Team program referred to as the Aerials "Team".

By entering into this MOA, AAPA and DPR seek to establish an enduring, mutually beneficial partnership to support the Team.

I. TERM

The initial term of this MOA shall commence on December 1, 2015. Thereafter, this MOA shall be automatically renewed for successive one-year periods (September 1 – August 31), in order to be commensurate with the AAPA's fiscal year, 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.

II. USE OF COUNTY FACILITIES

- a. Barcroft Gymnastics gymnasium at the Barcroft Sports and Fitness Center at 4200 S. Four Mile Run Drive, Arlington, VA. 22206.
 - i. The AAPA will co-host the annual Arlington Aerials' Invitational Meet with DPR using the gymnastics room, gymnasium and wellness room.
 - ii. The AAPA will co-host the annual Arlington Aerials' Recreational Meet with DPR using the gymnastics room.
- b. AAPA will be allowed to use the Barcroft Gymnastics gymnasium for Team special events throughout the year including but not limited to the holiday party, end of the year party, senior night, picture day, sleep-over, clinics and fund raising activities. The schedule for these events will be coordinated with the DPR Liaison.
- c. AAPA will be allowed to use rooms at Barcroft or other DPR locations for team events throughout the year including the annual parent meeting, picnic or any other meetings scheduled with the team. The schedule for these events will be coordinated with the DPR Liaison.

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- d. AAPA volunteers assisting with AAPA sponsored meets at the Barcroft Center or other County facilities will sign the DPR Special Events and Group Volunteer Registration Form for each event at which they are volunteering.
- e. AAPA shall abide by all DPR policies and procedures defined herein including, but not limited to, facility use, guidelines for volunteers, fundraising, donations, sponsorship, and marketing, and health/safety procedures related to food handling and incident/accident reporting procedures.

III. EQUIPMENT AND FACILITY ACCESS

DPR shall provide safe and adequate equipment for Team practice. Reasonable effort will be made to provide adequate equipment to host Team meets at Barcroft Center.

SCHEDULING

- a. AAPA must provide the DPR liaison with its preliminary request for team special events (if a facility is required) at least 30 days before the planned start of the AAPA activity. This request should include dates/timeframe needed, activity, facility type, and number of participants. AAPA will then provide a more detailed schedule to the DPR Liaison 10 business days prior to the start of the activity.
- b. AAPA must schedule the home meet at least four months in advance in coordination with the DPR Liaison. A special event requiring a Special Event permit must be scheduled at least six months in advance (see appendix)
- c. The DPR Liaison will notify AAPA and all registered Team members via a written communication within a reasonable timeframe if any planned outages or known construction will affect impact the gymnastics area.
- d. County facilities and programs are closed on all County and most Federal Holidays. Arlington County Government does not observe Columbus Day. The Arlington Aerials' Invitational Meet or other Team travel which may require scheduling the activities on a County Holiday must be coordinated with the DPR Liaison and may incur additional facility use expenses and/or the Director of Parks and Recreation approval for staff to work compensatory or overtime.
- e. If major changes are made to the Aerials practice schedule the DPR Liaison must provide written notice to AAPA and registered Team members with 90 days advance notice.
- f. The County reserves the right to cancel or adjust the facility schedule. The County may also close facilities for inclement weather or poor facility conditions or when the facilities are under construction or are otherwise not operational. The County agrees to make every effort to reschedule the activity rather than cancel the event

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entirely as the cancellation could have a significant financial impact on AAPA. In these instances the DPR Liaison will provide notice to AAPA and Team members as soon as feasible.

IV. ROLES AND RESPONSIBILITIES OF BOTH PARTIES

- a. The specific people involved in the execution and continued administration of this MOA are listed in Appendix A, which will be updated during the Term, as necessary, in order to reflect then-current names and contact information for those authorized to address issues in this MOA.
- b. Appendix A includes names of the Director of Budget and Finance, the Sports and Recreation Division Chief, the Sports Programmer II, the DPR Liaison, and AAPA Board Members who will serve during the Term.
- c. Updates to the information contained in Appendix A will be submitted to both parties no more than 30 days after the changes occur.
- d. Specific roles and responsibilities for the roles listed below are detailed in sections V and VI.
- e. If either party deems the other party's representatives are not adhering to the spirit of this MOA, a request for an alternate representative can be made in writing. The party receiving such a request shall provide a written response within 30 days after receipt.

V. DPR ROLES AND RESPONSIBILITIES

Office of the Director:

- a. The Director of Budget and Finance, the Sports and Recreation Division Chief, the DPR Sports Programmer II, and the DPR Liaison, will meet annually with AAPA to review fees, including team fees, county-imposed use fees and other facility fees. Any changes to County fees at a time other than the start of the AAPA fiscal year will be communicated to the AAPA Board no less than 90 days in advance;
- b. The Director of Budget and Finance will invoice AAPA on a quarterly basis for any agreed upon costs that AAPA has promised to reimburse the County for, e.g., coaches' travel.
- c. The Director of Budget and Finance will provide parents DPR documentation of eligibility for fee reductions that individuals may share with AAPA if they are seeking a fee reduction in AAPA fees.

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- d. The Director of Parks and Recreation will review for approval advance travel requests for coaches' travel per the DPR Travel Policy and Procedures (see appendix) and only approve those meets and trainings approved for funding by AAPA.

Sports and Recreation Division: The DPR Gymnastics Coordinator will serve as the liaison (DPR Liaison) with AAPA and will:

- a. Coordinate quarterly meetings with the AAPA and DPR staff including the Director of Budget and Finance, Sports and Recreation Division Chief, and Sports Programmer II to execute the terms of this MOA.
- b. Provide a current copy of the Arlington County Hold Harmless agreement to the AAPA program officials. The Arlington County Hold Harmless agreement will be signed by participants (or their parent/guardians as legally applicable) for each program/team year and will be used to both grant permission for participation and to indemnify and hold harmless the County and all official County actors from any and all claims related to official actions and conduct of official program and team competitions and practices.
- c. Coordinate with AAPA to develop the Team practice and meet schedules, the coaches' training schedule, and the Arlington Aerials' Invitational Meet and the Arlington Aerials' Recreation Meet at Barcroft Center.
- d. Draft summer team training schedules will be provided to AAPA by February 15 each year. Final schedules will be announced by April 1. Draft summer team training groups will be announced by April 15 and final groups announced by May 15.
- e. Schedule annual Team tryouts and provide at least 30 days advance notice of process and dates to AAPA.
- f. Submit cost estimates for AAPA funding approval including the number of coaches appropriate to travel to each meet, coach travel expenses and meet-related costs.
- g. Submit coach travel requests for DPR approval after AAPA funding approval. Coach travel arrangements will be dictated by the DPR Travel Policy and Procedures and will be coordinated with AAPA parent and gymnast travel. Please refer to Appendix D for the DPR Travel Policy and Procedures.
- h. Coordinate with AAPA to schedule the annual Arlington Aerials' Invitational Meet and other team activities to attempt to avoid conflicting demands on the facility and to minimize the impact of events on the surrounding community, class participants, and other programs at Barcroft Center;
- i. Maintain a copy of the Special Events and Group Volunteer Registration Forms for each AAPA activity and provide copies to the DPR Office of Volunteers.

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- j. Use best efforts to identify and resolve any equipment or facility maintenance issues
 - k. Where appropriate and in conformance with County policy, Communicate with the public and with AAPA about any community concerns about the Team.
 - l. Coordinate the annual tryout for team gymnasts. AAPA will be notified of the tryout process and any changes.
 - m. Work with AAPA to develop appropriate team recognition in designated areas of Barcroft and coordinate the installation of banners for recognition with County facility maintenance;
 - n. Maintain County/DPR website to provide information and link to the AAPA website to inform interested parties that the Aerials are a County run program and that fee reductions and accommodations for persons with disabilities apply to this program as well as contact information, and a link to the DPR website.

VI. AAPA's ROLES AND RESPONSIBILITIES

AAPA is a 501(c) (3) and is governed by a volunteer Board of Directors. AAPA was formally established in 1984. The principal role of the AAPA is to provide support to the Arlington Aerials Program through competition support for gymnasts, coach support, educational activities, scholarships, social activities, donations of non-essential training items to Arlington County, and hosting annual competition.

- a. Provide the Arlington County Gymnastics Coordinator with the following information on the dates noted below:
 - i. List of Board officers and their contact information by December 31.
 - ii. Election procedures for the AAPA by December 31.
 - iii. Copy of by-laws: upon signing of this MOU and updates as changes are made
 - iv. Annual financial statement: by May 1 for the prior calendar year if requested by DPR
 - v. AAPA will provide a list of their fees, by Aerials' level, for the next season by October 1.
 - vi. Copy of annual or seasonal budget: at least two weeks prior to the start of the competitive season

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- vii. Articles of incorporation and proof of IRS 501(c)(3) status, if applicable: upon signing of this MOU
 - viii. Annual audit (if available) and copy of annual tax return once filed.
 - ix. Current AAPA handbook, if applicable annually
 - x. Notice of AAPA public meetings at least one week in advance of the meeting date
- b. Fund team related travel and coordinate team related travel with DPR;
- i. The annual meet schedule will include estimates of coach travel and meet-related costs. Coach travel arrangements will be dictated by the DPR Travel Policy and Procedures and will be coordinated with AAPA parent and gymnast travel. Please refer to the Appendix for the DPR Travel Policy and Procedures.
 - 1. Based on the agreed-upon meet schedule, AAPA agrees to reimburse the County for coach travel expenses for meets outside of the Washington metropolitan area (i.e. within 70 miles of Barcroft Center). The County will be responsible for coach salary and benefits. Subject to DPR Travel Policy, best efforts will be made to place coaches on the same plane and in the same hotels as traveling gymnasts, subject to DPR Travel Policy.
 - 2. AAPA will be responsible for the travel arrangements and costs, and applicable meet fees for participating gymnasts and for the required parental chaperones for each trip.
 - ii. The County will reimburse coach mileage and per diem costs for meets and events within the Washington metropolitan area. AAPA will not be responsible for these costs.
- c. Work with the DPR liaison to coordinate quarterly meetings.
- d. Register AAPA volunteers on the DPR Special Events and Group Volunteer Registration Form for meets or other activities hosted at Barcroft Center or County facilities.
- e. As specified in the Bylaws of the Arlington Aerials Parents Association, collect dues and other fees from Team member families. This would include:
- i. Coordinating the registration process (including payment submission) for team members to participate in meets;

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- ii. Completing payment of annual USA Gymnastics membership for coaches and team members;
 - iii. Procuring and funding Team members' competitive apparel and, competition apparel for coaches attending meets.
- f. Develop meet schedules in coordination with the DPR Liaison.
- g. Advertise the meet schedule to parents.
- h. Travel for overnight meets:
- i. Provide adult chaperones for all overnight meets; 1 chaperone per 8 athlete
 - ii. Schedule all team related travel for team members
 - iii. Provide an AAPA Hold Harmless Agreement for all team related travel for youth members and adult chaperones. Maintain records of the Hold Harmless Agreements and chaperones;
 - iv. Be solely responsible for supervising all meet/event participants outside of the defined competition times and places. The County has no responsibility or liability during these non-competition times.
- i. Maintain AAPA website to include County/DPR standards for affiliation as defined by this agreement including County logo, boilerplate language on fee reductions and accommodations for persons with disabilities, contact information, link to DPR website;
- j. Ensure that all marketing materials for the program are positive in nature and discuss only AAPA's program.
- k. Conduct background checks on persons serving as chaperones on team travel and retain records of results. Background check guidelines are set forth in the Appendix;
- l. Pay additional fees required by the County for the Arlington Aerial's Invitational or the Arlington Aerials' Recreation meet events, including but not limited to custodial overtime, police attendance, additional DPR staff, and portable toilets:
- i. All fees and due dates must be agreed upon in writing in advance of the event that results in the fees. AAPA also is responsible for renting and providing payment for any desired additional space that is not covered by this MOA. Clean-

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up after each activity and return any equipment to the proper location. Trash must be collected and disposed of properly in available receptacles;

- m. Plan team special events throughout the year including but not limited the holiday party, end of the year party, senior night, fall picnic, picture day, sleep-over.

IX. MARKETING

The DPR Liaison and the AAPA will coordinate marketing/publicity for the AERIALS Team.

- a. All marketing/publicity materials will be positive in nature and must be presented in a manner that reflects well on the AAPA, the Team, and Arlington County.
- b. Provide appropriate website links to the AAPA from DPR's website.
- c. AAPA will include the DPR logo on the AERIALS Team website. All logo use must be reviewed by the DPR Liaison in coordination with the DPR Director of Marketing and Communications.
- d. Marketing materials created by AAPA for the AERIALS Team must include:
 - i. DPR logo and FitArlington logo
 - ii. DPR web address
 - iii. Standard wording, as appropriate
 - 1. Accommodations wording
 - 2. Fee reductions
 - iv. Include appropriate phone numbers
 - 1. Weather/cancellation line
 - 2. Registration line if registration is required
 - 3. DPR staff contact for more information
- e. Marketing materials created by AAPA for the Team must be reviewed by the DPR Liaison prior to distribution.
- f. AAPA may report meet results to local media.

X. PROGRAM EVALUATION

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- a. The Director of Budget and Finance, the Sports and Recreation Division Chief, the DPR Sports Programmer II, and the DPR Liaison, will meet annually with AAPA to review fees, including team fees, county-imposed use fees and other facility fees. Any changes to County fees at a time other than the start of the AAPA fiscal year will be communicated to the AAPA Board no less than 90 days in advance.
- b. AAPA will be provided with an opportunity to provide feedback on the gymnastics team program once annually via a confidential survey.
- c. AAPA will be provided a summary of team program surveys.

XI. COMMITMENT TO CUSTOMER SERVICE

- a. The parties agree to share data on any customer feedback or satisfaction surveys.
- b. AAPA 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.

XII. 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 AAPA to the County or by the County to AAPA will be made within 30 days of receiving an invoice from the party to which payment is due. If AAPA disputes any portion of an invoice from the County, AAPA must pay the undisputed amount while the parties resolve the disputed charges.
- c. DPR, specifically DPR's Director of Budget and Finance, will invoice AAPA on a quarterly basis for any agreed upon costs that AAPA has promised to reimburse the County for, e.g., coaches' travel.
- d. AAPA offers fee reductions comparable to DPR fee reductions.

XIII. 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 AAPA'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.

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XIV. 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, AAPA'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 AAPA in writing of the non-compliance, unless the County determines that AAPA has cured the non-compliance within the 30-day period.
- 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. AAPA 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.

XV. INDEMNIFICATION

AAPA 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 AAPA's or its agents' or invitees' acts or omissions in performance or nonperformance of its obligations under this MOA.

XVI. INSURANCE REQUIREMENTS

AAPA must provide proof of commercial general liability insurance coverage of no less than \$1,000,000 per incident/\$2,000,000 aggregate for AAPA, 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.

XVII. VIRGINIA FREEDOM OF INFORMATION ACT

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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 by law.

XVIII. NON-DISCRIMINATION

AAPA 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.

XIX. ADDITIONAL TERMS

- a. This written MOA constitutes the entire agreement between Arlington County and AAPA as it relates to the interaction of the parent association and the County's Girls' Competitive Gymnastics Team.
- b. This MOA may only be modified by written amendment signed by both parties.
- 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 Liaison shall be responsible for the administration and management of this agreement for the County. This representative will handle all communication on behalf of AAPA. Representative contact information can be found in Appendix A.
- g. AAPA's representative shall be responsible for the administration and management of this agreement for AAPA. The AAPA representative for this agreement will be designated by the AAPA Board. The current AAPA representative contact information can be found in Appendix A. AAPA will provide contact name/titles, their roles and phone numbers for primary and secondary AAPA group liaisons within 30 days of designating a new representative.

The County liaison and AAPA shall evaluate the effectiveness of this agreement annually and make recommendations to Director of Budget and Finance regarding any changes. The annual meeting shall be attended by [County liaison and AAPA's representative] and by representatives from the Sports and Recreation Division.

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Mark J. Schwartz
Signature

Mark J. Schwartz
Full Name

County Manager
Title

Arlington County
~~Director of Parks and Recreation~~

Date August 12, 2016

James J. Dealy
Signature

James J. Dealy
Full Name

President, Arlington Aerials
Title
Parent Association

AAPA Representative Name

Date April 27, 2016

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County Initials and Date: _____

AAPA Initials and date: JJD 4-27-2016