

Memorandum of Agreement Between Arlington County and Arlington Aquatics Club Boosters

This Memorandum of Agreement ("MOA") between Arlington County, Virginia, acting through the Department of Parks and Recreation ("DPR"), and the Arlington Aquatics Club Boosters ("AAC") is for the purpose of formalizing a relationship between the County and the AAC Boosters Board support of the Arlington Aquatics Club Team ("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 (June 1 – May 31), in order to be commensurate with the AAC Boosters Board 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. AAC Boosters Board may request use of DPR parks and/or community centers for special events for AAC Boosters Board fundraising activities.
- b. AAC Boosters Board shall abide by all DPR Facilities Use policies and procedures defined herein including, but not limited to, guidelines for volunteers, fundraising, donations, sponsorship, and marketing, and health/safety procedures related to food handling and incident/accident reporting.

III. DPR LIAISON ROLES AND RESPONSIBILITIES

DPR's Head Coach for the AAC Team will serve as the liaison with AAC Boosters Board and will:

- a. Coordinate quarterly meetings with the AAC Boosters Board and DPR staff including the DPR Finance Officer, DPR Sports and Recreation Division Chief, and DPR Sports Program Manager II to execute the terms of this MOA.
- b. Provide a current copy of the Arlington County Hold Harmless agreement to the AAC Boosters Board officials. The Arlington County Hold Harmless agreement will be signed by Team 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.

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Provide AAC Boosters Board relevant Team account information to manage meet entries. Parents of registered Team participants are provided DPR documentation of eligibility for fee reductions that individuals may then share with the AAC Boosters Board if they are seeking a fee reduction in AAC Boosters fees.

- c. Coordinate the AAC Team meet schedule with the AAC Boosters Board for approval of meets/trainings for coaches' travel.
- d. Coordinate the schedule for AAC Team practice, meets, and AAC Boosters special events and activities in an attempt to avoid conflicting demands on the facilities and in accordance to the County/APS MOA for Use of Pools.
- e. Communicate any AAC Team reservation cancellations which affect the AAC Boosters activities.
- f. Coordinate the annual AAC Team tryouts.
- g. Communicate with the public and with AAC Boosters Board about any APS or community concerns with AAC.
- h. Maintain a copy of the DPR Special Events and Group Volunteer Registration form from each AAC Team meet held at Yorktown, Wakefield, and Washington-Lee pools and AAC Boosters activity held at a County facility. Ensure that each AAC Team member executes the appropriate Hold Harmless and Assumption of Risk Agreements.
 - i. Report any facility use issues or damages which may occur during any AAC Boosters activities to DPR Sports Program Manager II.

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

IV. AAC BOOSTERS BOARD ROLES AND RESPONSIBILITIES

- a. Staff and operate AAC Boosters Board, a board consisting of volunteers who support the AAC Team and implement the terms of this MOA.
- b. Adhere to all applicable Arlington County or Arlington Public Schools and facility ordinances, rules, regulations, policies and procedures.
- c. Obtain from the County any necessary applicable permits, such as food/health, environmental, signage, electrical, right-of-way, and special events.
- d. Register as an AAC Boosters volunteer on the DPR Special Events and Group Volunteer sign-in/registration form at each meet for which an AAC Boosters volunteers at Yorktown, Wakefield, and Washington Lee pools or other County facility.

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- e. Conduct background checks and retain records on AAC Boosters volunteers who chaperone overnight Team travel. Background check guidelines are set forth in the Appendix B.
- f. Fund and arrange Team related travel and provide liability insurance for all youth Team members and chaperones for Team related travel;
 - i. The annual meet schedule developed by the DPR Liaison in coordination with the AAC Boosters Board 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 AAC Boosters Board parent and swim Team travel. Please refer to the Appendix for the DPR Travel Policy and Procedures.
 - 1. Based on the agreed-upon meet schedule, AAC Boosters Board agree to reimburse the County for coach travel expenses for meets outside of the Washington metropolitan area. The County will be responsible for coach salary and benefits.
 - 2. AAC Boosters Board will be responsible for the travel arrangements and costs, and applicable meet fees for participating swim Team members and for the required parental chaperones for each trip.
 - ii. For meets and events within the Washington metropolitan area, the County will reimburse coach mileage and per diem costs. AAC Boosters Board will not be responsible for these costs.
- g. Pay any additional fees required by the County for AAC Boosters events, including but not limited to, custodial overtime, police attendance, additional DPR staff, portable toilets and additional field markings. All such fees and due dates must be agreed upon in writing in advance of the event that results in the fees. AAC Boosters Board are also 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.
- h. Reimburse the County and/or APS for any facility repair or equipment replacement that is necessitated by AAC Boosters negligent use of an Arlington County or School facility.
- i. Report all maintenance issues and damage that may occur during an AAC Boosters activity within 24 hours by contacting the DPR Liaison.
- j. Ensure that AAC Boosters Board promptly notifies its participants regarding any cancellation notices or other relevant communications that come from the County.
- k. Provide DPR liaison with the following information on the dates noted below:

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- i. List of AAC Boosters Board officers and their contact information by December 31.
- ii. Election procedures for the AAC Boosters Board by December 31.
- iii. Copy of by-laws: upon signing of this MOA and updates as changes are made
- iv. Annual financial statement: by May 1 for the prior calendar year if requested by DPR
- v. AAC Boosters Board will provide a list of their association's fees for the next season by May 1. [Copy of annual or seasonal budget within two weeks after the AAC Boosters Board approve the meet schedule
- vi. Articles of incorporation and proof of IRS 501(c)(3) status, if applicable: upon signing of this MOA
- vii. Annual audit (if available) and copy of annual tax return once filed by May 31.
- viii. Current AAC Boosters Board handbook, if applicable annually
- ix. Copy of the meeting minutes upon request

V. PROGRAM EVALUATION

The AAC Boosters Board, the DPR Finance Office, the DPR Liaison, Sports Programmer II, and the Sports and Recreation Division Chief will meet annually to review:

- a. 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 AAC Boosters Board fiscal year will be communicated to the AAC Boosters Board no less than 90 days in advance;
- b. The DPR Liaison will send the annual AAC Team parent/guardian survey to the AAC Boosters Board for participation in the survey.
- c. The DPR Liaison will provide the AAC Boosters Board a summary of AAC Team program survey results.

VI. SCHEDULING:

- a. AAC Boosters Board must provide the DPR liaison with its preliminary request for AAC Boosters activity needs (if a facility is required) at least 30 days before the planned start of the activity. This request should include dates/timeframe needed, activity, facility type, and

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number of participants. AAC Boosters Board will then provide a more detailed schedule to the DPR liaison 10 business days prior to the start of the activity.

- b. AAC Boosters events that require a County Special Event Permit must be submitted at least six months in advance (see the Appendix for permit requirements).
- c. The County reserves the right to cancel or adjust the facility schedule. The County and/or Arlington Public Schools may also close facilities for inclement weather or poor facility conditions (e.g., fields) or when the facilities are under construction or are otherwise not operational.

VII. MARKETING

The DPR Liaison and the AAC Boosters Board will coordinate marketing/publicity for the AAC Team.

- a. All marketing/publicity materials will be positive in nature and must be presented in a manner that reflects well on the AAC Boosters Board, the AAC Team, and Arlington County.
- b. Provide appropriate website links to the AAC Boosters Board from DPR's website.
- c. AAC Boosters Board will include the DPR logo on the AAC 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 AAC Boosters Board for the AAC 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 AAC Boosters for the AAC Team must be reviewed by the DPR Liaison prior to distribution.

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- f. AAC Boosters may report meet results to local media.

VIII. COMMITMENT TO CUSTOMER SERVICE

- a. The parties agree to share data on any customer satisfaction surveys.
- b. AAC Boosters Board agree to cooperate fully with any investigation of customer complaints conducted by or on behalf of DPR and in accordance with the County/APS MOA for Use of Pools. Failure to cooperate with any such investigation shall constitute a breach and may result in the revocation or suspension of this MOA.

IX. FINANCIAL TERMS

- a. Each party will pay for all costs associated with carrying out its respective responsibilities as listed in this MOA [except with regard to the following cost-sharing and reimbursement agreements].
- b. Any payments by AAC Boosters Board to the County or by the County to AAC Boosters Board will be made within 30 days of receiving an invoice from the party to which payment is due. If AAC Boosters Board dispute any portion of an invoice from the County, AAC Boosters Board must pay the undisputed amount while the parties resolve the disputed charges. AAC Boosters Board offer fee reductions comparable to DPR fee reductions.

X. 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 AAC'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.

XI. COMPLIANCE AND TERMINATION

- a. Failure to comply with the terms of this MOA, including but not limited to exceeding reservation times within the AAC Boosters Board control 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, AAC Boosters Board 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 AAC Boosters

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~~Board in writing of the non-compliance, unless the County determines that AAC Boosters Board have resolved 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. AAC Boosters Board 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.

XII. INDEMNIFICATION

AAC Boosters Board 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 AAC Boosters Board or its agents' or invitees' acts or omissions in performance or nonperformance of its obligations under this MOA.

XIII. INSURANCE REQUIREMENTS

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

XIV. 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 by law.

XV. NON-DISCRIMINATION

AAC Boosters Board 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.

XVI. ADDITIONAL TERMS

- a. This written MOA constitutes the entire agreement between Arlington County and AAC Boosters Board as it relates to [subject of the agreement].

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- 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. DPR's Sports Programmer II (Aquatics Program Management) shall be responsible for the administration and management of this agreement for the County.
- g. [AAC Boosters Board Point of Contact] shall be responsible for the administration and management of this agreement for AAC.

The County liaison and AAC Boosters Board shall evaluate the effectiveness of this agreement annually and make recommendations to the DPR Finance Director regarding any changes. The annual meeting shall be attended by the County liaison, the DPR Sports Programmer and AAC Boosters Board representative ~~[insert titles from both County and AAC that need to be present here]~~ and by representatives from the DPR Finance Unit and the Sports and Recreation Division.

Mark J. Schwartz
 Signature
MARK J. SCHWARTZ
 Full Name
COUNTY MANAGER
 Title
 Arlington County
 Date 8/12/16

Hugh P. Quinn
 Signature
HUGH P. QUINN
 Full Name
PRESIDENT
 Title
 AAC Boosters Board Name
 Date 4/13/2016

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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:

Name: Evan Stiles
Title: Head Coach Arlington Aquatic Club
Name of office/unit/division: DPR/SPREC/Countywide Services
Arlington County Department of Parks and Recreation
3700 South Four Mile Run Drive, Arlington, VA 22206
Estile@arlingtonva.us
703-228-1814

Contact for Arlington Aquatic Club Boosters (AACB):

Hugh P. Quinn, President
Arlington Aquatic Club Boosters
571-331-2818
hquinn@cox.net

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.

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