

Memorandum of Agreement Between Arlington County and Arlington Tigers Parents Associations

This Memorandum of Agreement ("MOA") between Arlington County, Virginia (the "County"), acting through the Department of Parks and Recreation ("DPR"), and Arlington Tigers Parents Association ("ATPA") is for the purpose of establishing a relationship between the County and the ATPA to guide the operations of the Arlington County Boys' Gymnastics Team program referred to as the Tigers "Team". By entering into this MOA, ATPA and DPR seek to establish an enduring, mutually beneficial partnership to support the Team.

I. TERM

The initial term of this MOA shall be December 1, 2015. Thereafter, this MOA shall be automatically renewed for successive one-year periods (September 1st –August 31st), in order to be commensurate with the ATPA'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 or to renegotiate all or some of the terms of the agreement; (3) either party terminates the Agreement in accordance with the termination provisions set forth herein; or (4) the parties mutually agree to amend the renewal date to coincide with fiscal or other organizational changes.

II. USE OF COUNTY FACILITIES

- a. The ATPA shall be authorized to use the Barcroft gymnasium(s) dedicated to gymnastics at the Barcroft Sports and Fitness Center at 4200 S. Four Mile Run Drive, Arlington, VA. 22206, ("Barcroft") for ATPA activities that support the Team. ATPA usage will be mutually agreed upon between both parties.
- b. ATPA 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. ATPA 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. ATPA volunteers shall be required to register as DPR volunteers for all Team activities that ATPA conducts at the Barcroft Sports and Fitness Center or other County facilities. Registration is per event. Use the Special Event form (see appendix). ATPA 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. EQUIPMENT AND FACILITY ACCESS

- a. 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.

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 DPR Liaison, DPR Staff, and ATPA 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 LIAISON AND DPR STAFF 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 ATPA 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 ATPA fiscal year will be communicated to the ATPA Board no less than 90 days in advance;
- b. The Director of Budget and Finance will invoice ATPA on a quarterly basis for any agreed upon costs that ATPA has promised to reimburse the County for, e.g., coaches' travel.

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- c. The Director of Budget and Finance will provide parents DPR documentation of eligibility for fee reductions that individuals may share with ATPA if they are seeking a fee reduction in ATPA fees.
 - 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 ATPA.

Sports and Recreation Division: DPR's Assistant Gymnastics Program Coordinator will serve as the DPR Liaison with ATPA and will:

- a. Coordinate quarterly meetings with the ATPA 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 used for DPR event participation to the ATPA Membership Coordinator. The Arlington County Hold Harmless agreement shall apply to all activities held at Barcroft or other County facilities;
- c. Develop the Team's practice, Team meet schedules and coaches' training schedules in coordination with the ATPA Competition Coordinator and in accordance with the Section III-B above;
- d. Coordinate ATPA event, Team practice, and meet schedules to attempt to avoid conflicting demands on the designated Barcroft space and to minimize the impact of activities and events on the surrounding community, class participants, and other programs at Barcroft;
- e. Coordinate coach registration and travel/training per DPR Travel Policy. (See Appendix C for detailed policy). Coach travel and training funding requests will be submitted for review and approval by ATPA at least 2-3 weeks in advance of submission to DPR for approval. Requests will be reviewed and approved by ATPA Board in the context of ATPA's original budgetary estimates;
- f. Coordinate scheduling of ATPA annual meeting and other ATPA events as noted in Appendix B, or other events as approved in accordance with Sections III and VIII of this MOA, in coordination with the ATPA Event Coordinator;
- g. Maintain a copy of the Special Events and Group Volunteer Registration Forms for each ATPA activity and provide copies to the DPR Office of Volunteers.
- h. Use best efforts to identify and attempt to resolve any gymnastics equipment or facility maintenance issues in a timely manner;

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- i. Where appropriate and in conformance with County policy, communicate with the public and with ATPA about any community concerns about the Team. Provide ATPA summaries of team program surveys.
- j. Where appropriate, link County web-site to ATPA web-site regarding competitive gymnastics teams;
- k. Provide ATPA Membership Coordinator an advance schedule and list of skill requirements for team tryouts and skill requirements for level advancement; and, advertise the tryouts on ATPA website.
- l. Provide general communication regarding coach substitutes or schedule changes to ATPA President.
- m. Coordinate meet registrations on behalf of the Team in coordination with ATPA Competition Coordinator. Submit requests at least one week prior to the early registration deadlines (when possible) to minimize financial impact on ATPA membership;
- n. Provide a copy of all of the documents that will be distributed to ATPA membership to the ATPA President at least two weeks in advance of such distribution (this includes the handbooks presented at the annual meeting, for instance);
- o. Provide proposed meet schedule and expected travel requests to ATPA President for the next ATPA fiscal year by August 1 of the current fiscal year so that ATPA's budgeting can be completed prior to the start of the next ATPA fiscal year (which begins on September 1);
- p. Notify ATPA Membership Coordinator immediately in writing about any changes to Team's membership;
- q. Provide documentation and planning for gymnast evaluations and skills assessment as part of an annual process so ATPA membership and gymnasts can be made aware well in advance;
- r. Work with ATPA to develop appropriate team recognition in designated areas of Barcroft and coordinate the installation of banners for recognition with County facility maintenance;
- s. Attend ATPA board meetings as invited and assign coaches to attend relevant organizational/planning meetings such as for meet preparation.
- t. Register gymnasts, coaches, and the Team with USAG;
- u. Provide an appropriate space for a binder and an inbox for ATPA inside the gymnastics program area.

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- v. Advertise and promote ATPA events to DPR classes and outside gyms as appropriate and likewise provide information about DPR gymnastics events to ATPA.

VI. ATPA ROLES AND RESPONSIBILITIES

- a. Help coordinate quarterly meetings with DPR staff to execute the terms of this MOA;
- b. Register ATPA volunteers on the DPR Special Events and Group Volunteer Registration Form for meets or other activities hosted at Barcroft Center or County facilities.
- c. Manage ATPA funds per the ATPA by-laws (and all applicable laws, rules, and regulations), including establishing annual dues, fundraising targets, and budgeting guidelines.
- d. Provide the DPR Liaison a copy of the ATPA fee schedule.
- e. Review and approve the Team's meet schedules and coaches' training schedules in coordination with the DPR Liaison;
- f. Fund coaches travel/training expenses for non-local meets and annual Congress (Regional and/or National), as discussed during annual budgeting process and included in the ATPA budget;
- g. Advertise Team gymnastics events held at Barcroft to ATPA members using information provided by the DPR Liaison;
- h. Submit meet registration payments for participating members of the Team;
- i. Submit annual payments for the USAG membership for coaches, individual team members, and the Team, in coordination with the DPR Liaison;
- j. Submit training payments for coaches for safety, background checks, and other training as required for coaches to participate at USAG meets;
- k. Procure, plan, acquire, and manage gymnast competitive apparel and gym bags, with Team logo where appropriate. Procure competition apparel for Team coaches attending meets.¹
- l. Provide an annual ATPA Media Release form to Team members and make sure all Team members have signed;

¹ Coaching apparel will be decided upon in consultation with the Team coaches and planning will be done annually before the ATPA budget is finalized.

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- m. Maintain ATPA website to include County/DPR standards for affiliation as defined by this MOA, including County logo, contact information, link to DPR website (defined in IX. Marketing)
- n. Pay any additional fees required by the County for large events² at Barcroft 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 at least two weeks in advance of the associated event. ATPA shall also be responsible for renting and providing payment for any desired additional space that is not covered by this MOA. In addition, ATPA shall be responsible for pick-up after each activity and shall return any equipment to the proper location. Trash must be collected and disposed of properly in available receptacles;
- o. Ensure that all marketing materials for the Team are appropriate and discuss only ATPA's program (refer to IX. Marketing);
- p. Work with the DPR Liaison to develop appropriate team recognition including banners and Barcroft wall space utilization strategy;
- q. Work with DPR Liaison to schedule an annual meeting in County facilities;
- r. Notify the DPR Liaison of Board meetings the liaison should attend at least two weeks in advance;
- s. Provide DPR Liaison with legible copies of the following information within 30 days of the ATPA annual meeting:
 - i. List of Board officers and their contact information
 - ii. Annual Financial Statement
 - iii. Annual Budget
 - iv. Annual ATPA handbook
 - v. Copies of annual meeting minutes
- t. Provide DPR Liaison with legible copies of the following information upon execution of this MOA (and as items are officially amended):
 - i. Articles of incorporation
 - ii. By-Laws
 - iii. Documentation of IRS Code 501(c)(3) Tax Exemption Status
 - iv. Documentation of authority to conduct business in Arlington County and the state of Virginia

² Year-end Team parties and small events are excluded from this requirement.

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v. Documentation of active registration as a charitable organization in the state of Virginia

VII. PROGRAM EVALUATION

The ATPA Board, the DPR Finance Office, the DPR Liaison, and DPR program management 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 ATPA fiscal year will be communicated to the ATPA Board no less than 90 days in advance;
- b. Summary of team program surveys for continuous improvement.

VIII. SCHEDULING FOR SPECIAL ACTIVITIES

- a. ATPA must provide the DPR Liaison with a preliminary request for program needs (if a facility is required) at least 60 calendar days before the planned start of the special activity. This request should include dates/timeframe needed, description of the activity, facility type, and expected number of participants. ATPA will then provide a more detailed schedule to the DPR Liaison at least 10 business days prior to the start of the activity.
- b. DPR Liaison must respond to the special activity requests within 10 calendar days.
- c. Major meets or USAG-sanctioned events to be held in the Barcroft gymnastics complex must be scheduled at least six months in advance and may require a Special Event permit to be issued by the County.
- d. Any prospective Team event (including, but not limited to meets or other USAG-sanctioned events that may involve commercial and/or fundraising activities on County property must be approved by the County according to Department processes (see Appendix).
- e. DPR Liaison will notify ATPA about non-Team special events affecting the Team practice schedule at least 60 days in advance. This includes, but is not limited to, Parent Night Out events, and the County's Girls' gymnastics team events.
- 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 entirely as the cancellation could have a significant financial impact on ATPA. In these instances the DPR Liaison will provide notice to ATPA and Team members as soon as feasible.

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IX. MARKETING

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

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

X. COMMITMENT TO CUSTOMER SERVICE

- a. The parties agree to share any customer feedback or satisfaction surveys.
- b. The parties agree to cooperate fully with any investigation of customer complaints.

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XI. FINANCIAL TERMS

- a. Each party will pay for all costs associated with carrying out its respective responsibilities as listed in this MOA.
- b. Each party will submit invoices to the other within 30 days of when the expenses are incurred.
- c. Any payments by ATPA to the County or by the County to ATPA will be made within 30 days of invoice receipt. If any amount is disputed, then the party must pay the undisputed amount while the parties resolve the disputed charges.
- d. Payment to the County for meet-related and travel expenses is contingent on the pre-approval process (see Section D under DPR Liaison Roles and Responsibilities).

XII. DISPUTE RESOLUTION

In the spirit of cooperation, the parties to this MOA agree to communicate openly and directly and to make every effort to resolve any problems or disputes in a collaborative manner. In the event that an impasse regarding the terms and conditions of this MOA, or regarding any aspect of the program, cannot be resolved through communications between the parties, the issue will be brought to the Director of DPR.

XIII. 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. In the spirit of cooperation, 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 either party notifies the other in writing of the non-compliance, unless the non-compliance has been cured within the 30-day period.
- c. Either party may terminate the MOA, in whole or in part, whenever either determines that such termination is in their best interest. Parties will be responsible for remitting within 30 days any amounts that are owed to the other at the time of termination unless otherwise determined. Any disagreements as to the amounts owed will be resolved pursuant to the Dispute Resolution provision of this MOA.

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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

Both parties 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 ATPA as it relates to the interaction of the parent association, the Team, and the County.
- b. This MOA may only be modified by written amendment signed and properly executed 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 Liaison shall be responsible for the administration and management of this MOA for the County per Section V. Representative contact information can be found in Appendix A.
- g. ATPA board shall be responsible for the administration and management of this MOA for ATPA per Section VI. ATPA representative contact information can be found in Appendix A.
- h. The ATPA Logo and name belong to ATPA.
- i. If any of this MOA is found to be in conflict with the ATPA by-laws or articles of incorporation, or in conflict with any applicable local, state, or federal laws, regulations, or formal procedures, then the parties agree to renegotiate the applicable section(s).

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The County Liaison and ATPA shall evaluate the effectiveness of this MOA annually and make recommendations to DPR Finance Director regarding any changes. The annual program evaluation shall be attended by [County Liaison and ATPA's representative] and by representatives from the Sports and Recreation Division.

Mark J. Schwartz
Signature

MARK J. SCHWARTZ
Full Name

COUNTY MANAGER
Title

Arlington County
Date 8/12/16

Susan Simolunas
Signature

Susan Simolunas
Full Name

ATPA President
Title

ATPA
Date 4/7/16

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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: Maija Paegle
Title: Gymnastics Program Assistant Director
Name of office/unit/division: DPR/SPREC/Countywide Services
Arlington County Department of Parks and Recreation
Barcroft Sports & Fitness Center
4200 South Four Mile Run Drive, Arlington, VA 22206
mpaegle@arlingtonva.us
703-228-0706

[Plus additional contacts named in the agreement, with full contact information]

Contact for Arlington Tigers Parents Association (ATPA):

Name: Susan Simolunas
Title: ATPA President

Email: atpa.president@gmail.com; ssimolunas@gmail.com
Telephone (cell): 703-304-8894

[Plus additional contacts named in the agreement, with full contact information]

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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