

Memorandum of Agreement

This Memorandum of Agreement ("MOA") between Arlington County, Virginia, acting through the Department of Parks and Recreation ("DPR"), and Bishop Denis J. O'Connell High School ("DJOHS") for the purpose of establishing the relationship between these entities as it pertains to shared-use of facilities.

1. TERM

The initial term of this MOA shall be June 1, 2016 to May 31, 2017. Thereafter, this MOA shall be automatically renewed for successive one-year periods unless: (1) either party advises the other party in writing of its intention not to renew the Agreement at least ninety (90) days prior to the annual renewal date; (2) the parties otherwise mutually agree to terminate the agreement; or (3) the County terminates the Agreement in accordance with the Termination provisions set forth herein.

2. FACILITIES USE

DJOHS Use of County facilities as follows:

- a. Athletic fields located at Tuckahoe Park, 2400 North Sycamore Street, Arlington, Virginia 22207
- b. Tennis courts located at Bluemont Park, 601 North Manchester Street, Arlington, Virginia 22203.
- c. Timeframe: Monday through Friday, 3:30-5:30 p.m. for practices and until 6:00 p.m. for games and matches during the spring and fall sports seasons.
- d. The two diamond fields at Tuckahoe Park shall be used by DJOHS girls' softball for practices: regular season and tournament games in the spring and lacrosse and/or soccer practices during the fall.
- e. Six tennis courts located at Bluemont Park shall be used by DJOHS tennis team for practices, regular season and tournament matches.
- f. When using County/APS facilities for camps (even if the camps are based out of DJOHS and "spill over" to APS/County facilities) DJOHS shall comply with all existing County policies, requirements, and procedures in place for other sports-camp providers and will pay to the County the County fees, if any, for such camps. DJOHS will pay the County 20% of all registration fees for all campers including fees for core hours, extended care and all mandatory fees for all campers. The fee for background checks is \$10 per background check. All individuals ages 18 and above working at the camp as volunteers or paid staff must have a background check completed by the Department of Parks and Recreation every 3 years.

County Use of DJOHS facilities located at 6600 Little Falls Road, Arlington, Virginia as follows:

- g. DJOHS will provide DPR with five hours of stadium field use on Sundays during the spring/summer sports season, mid-March through the end of June and again for the fall

MEMORANDUM OF AGREEMENT BETWEEN ARLINGTON COUNTY and BISHOP DENIS J. O'CONNELL HIGH SCHOOL

County Initials and Date: MJS 8/12/16 DJOHS Initials and date: JEW 6/17/16

season, mid-August through mid-November. The track will remain open during all DPR field use for community track use.

- h. DJOHS will provide the DPR a minimum five hours of stadium field use on Saturdays during the spring/summer season, mid-March through the end of June and during the fall season mid-August through mid-November. The track will remain open during all DPR field use for community track use.
- i. DJOHS will provide the DPR with two nights of gym use during the winter months, December through mid-March and one night during the spring and fall seasons to be used for two DPR adult basketball League games.
- j. DJOHS will provide DPR a total of four days to be used for practices and/or games on their 90-foot baseball diamond during each spring/summer once DJOHS is finished for the season and Marymount is not using the field.
- k. DJOHS will provide DPR a total of six days (Saturday or Sunday) to be used for practices and/or games on their 90-foot baseball diamond during the fall season, mid-September through mid-November.
- l. When the DJOHS track and stadium field are not scheduled for DJOHS sponsored activities (E.G.: School activities, physical education classes, DJOHS scholastic football and soccer games; DJOHS scholastic boys/girls lacrosse; boys/girls track and girls field hockey practices and/or games), the DJOHS track shall be open for community use Monday through Friday from 9:00 am through 8:00 pm or until sunset, whichever is earlier, Saturday from 9:00 am through 5:00 pm, and Sunday from 11:00 am through 5:00 pm to allow for community track use. DJOHS may implement protocols for community access to the field (e.g. a check-in or pass system) during times when students are present in the vicinity of the track.
- m. DJOHS will provide scoreboard access if needed for any DPR special events located on their stadium or baseball field. When/if this occurs DPR will provide staff to monitor the use.
- n. DPR use of DJOHS facilities shall be for sports events (games, practices and community track use) only, including special events such as sports tournaments. Any use by DPR of DJOHS facilities for non-sports events shall require the express written permission of the DJOHS Head of School, which may be given or withheld in his or her sole discretion.
- o. DPR will not schedule any activities on the stadium, track or baseball field that require any type of amplification or use of the public address systems.

3. DPR ROLES AND RESPONSIBILITIES

- a. DPR will assign a staff member to serve as the primary contact with DJOHS. DPR roles and responsibilities will:
 - i. Coordinate meetings with DJOHS to execute the terms of this MOA;
 - ii. Assign a DPR facility monitor onsite at DJOHS to monitor the DPR scheduled activities in the stadium and gym;
 - iii. Coordinate special events and activities to avoid conflicting demands on the facilities and to minimize the impact of events on the surrounding community;
 - iv. Communicate reservation cancellations and inclement weather closings;
 - v. Ensure Tuckahoe diamond fields are lined for softball games;
 - vi. Notify DJOHS of any known maintenance issues;

- ~~vii. Communicate with the public and DJOHS about community concerns;~~
 - viii. Ensure prompt notification of both County and Affiliated Organizations and all coaches and participants regarding any cancellation notices or other relevant communications that come from the DJOHS; and
 - ix. To the extent allowable by Virginia law, the County will be responsible for damages caused by its negligent acts or those of its employees or agents. Report all known maintenance issues and damage within 24 hours by contacting the DJOHS liaison. Clean up after each County activity and return any equipment to the proper location. Trash will be collected and disposed of properly in available receptacles.
- b. Adhere to all applicable Arlington County facility ordinances and County and/or DJOHS, rules, regulations, policies and procedures of use.

Contact information for the DPR is listed in Appendix A.

4. DJOHS ROLES AND RESPONSIBILITIES

- a. DJOHS will assign a staff member to serve as the primary contact with DPR and the community. DJOHS roles and responsibilities will:
- i. Respond within 10 business days of receiving the season facility request for use of their indoor and outdoor athletic facilities. Provide confirmation of DPR use of DJOHS facilities no later than 30 days prior to the start of the activity.
 - ii. DJOHS will purchase a scoreboard and control panel for Tuckahoe field 1 as part of the Tuckahoe Park Renovation. As the entity who purchased these amenities, DJOHS will be responsible for the maintenance cost of any repairs to the scoreboard or control panel and will provide DPR use of the scoreboard.
 - iii. Provide DPR key access into the stadium and restroom facilities during DPR scheduled events.
 - iv. Adhere to all applicable Arlington County or Arlington Public Schools and facility ordinances, rules, regulations, policies and procedures.
 - v. Obtain from the County any necessary applicable permits, such as food/health, environmental, signage, electrical, right-of-way, and special events.
 - vi. Pay any additional fees required by the County for DJOHS events, including but not limited to custodial overtime, police attendance, additional DPR staff, portable toilets, additional field maintenance over the standard level of maintenance provided. All such fees and due dates must be agreed upon in writing in advance of the event that results in the fees.
 - vii. DJOHS is responsible for renting and providing payment for any desired additional space that is not covered by this MOA.
 - viii. Clean up after each activity and return any equipment to the proper location. Trash must be collected and disposed of properly in available receptacles.
 - ix. Ensure the safety and/or security of any property or equipment that DJOHS brings or stores on Arlington County or Arlington Public School property.

- ~~x. Reimburse the County for any facility repair or equipment replacement that is necessitated by DJOHS negligent use of the facility.~~
- xi. Report all maintenance issues and damage within 24 hours by contacting the County point of contact.
- xii. Ensure that DJOHS promptly notifies its coaches and participants regarding any cancellation notices or other relevant communications that come from the County.
- xiii. DJOHS will have a yearly option of paying to over seed the Bermuda turf at Tuckahoe with Rye. When choosing this option DJOHS understands that the payment for this service will be at the sole responsibility of DJOHS.

Contact information for DJOHS is listed in Appendix A.

5. SCHEDULING:

- a. DJOHS must provide the DPR contact with its preliminary request for facility space needs at least 60 days before the planned start of the activity. This request should include dates/timeframe needed, activity, facility type, and number of participants. DJOHS will then provide game schedules to the DPR contact 30 calendar days prior to the start of the activity.
- b. Special events or major tournaments must be scheduled at least six months in advance and require a Special Event permit.
- c. Summer camp space must be requested in November of each year.
- d. DPR reserves the right to cancel or adjust the schedule and may also close facilities for inclement weather or poor facility conditions or when the facilities are under construction or are otherwise not operational.
- e. DPR will submit their request for the use of DJOHS indoor and outdoor facilities at least 60 days prior to the start of their spring/summer/ fall and winter sports leagues.

6. COMMITMENT TO CUSTOMER SERVICE

- a. The parties agree to share data on user or neighborhood complaints and to address complaints and concerns promptly.
- b. DJOHS agrees to cooperate fully with any investigation of facility user or neighborhood complaints conducted by or on behalf of DPR. Failure to cooperate with any such investigation shall constitute a breach and may result in the revocation or suspension of this MOA.

7. FINANCIAL TERMS

- a. Each party will pay for all costs associated with carrying out its respective responsibilities as listed in this MOA.
- b. Any payments by DJOHS to Arlington County or by the County to DJOHS will be made within 30 days of receiving an invoice from the party to which payment is due. If DJOHS disputes any portion of an invoice from the County, DJOHS must pay the undisputed amount while the parties resolve the disputed charges.

8. DISPUTE RESOLUTION

The parties to this MOA agree to communicate openly and directly, and that every effort will be made to resolve any problems or disputes in a cooperative manner. In the event that an impasse regarding the terms and conditions of this MOA, or regarding any aspect of DJOHS's program, cannot be resolved through communications between the parties, the issue will be brought to the Director of DPR. If the parties are still unable to resolve the matter, the issue will be referred to the County Manager for a final decision.

9. COMPLIANCE AND TERMINATION

- a. Failure to comply with the terms of this MOA, including but not limited to exceeding reservation times or acting inappropriately to other groups or users, could result in loss of priority reservations or cancellation of current reservations.
- b. At the County's sole discretion, DJOHS 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 DJOHS in writing of the non-compliance, unless the County determines that DJOHS 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. DJOHS will be responsible for remitting within 30 days any amounts that are owed to the County at the time of termination unless otherwise determined by the County. Any disagreements as to the amounts owed will be resolved pursuant to the Dispute Resolution provision of this MOA.

10. INDEMNIFICATION

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

11. INSURANCE REQUIREMENTS

DJOHS must provide proof of commercial general liability insurance coverage of no less than \$1,000,000 per incident/\$2,000,000 aggregate for DJOHS, 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. Camp programs by DJOHS on County property must hold Sexual Abuse and Molestation coverage of no less than \$500,000 per incident/\$1,000,000 aggregate.

12. VIRGINIA FREEDOM OF INFORMATION ACT

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

13. NON-DISCRIMINATION

The Parties shall not discriminate in violation of local, state or federal law.

14. ADDITIONAL TERMS

- a. This written MOA constitutes the entire agreement between Arlington County and Bishop Dennis J. O'Connell High School as it relates to shared use of each other's facilities as outlined in this agreement.
- 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 Facilities Coordination and Scheduling Portfolio Manager shall be responsible for the administration and management of this agreement for the County.
- g. DJOHS Point of Contact shall be responsible for the administration and management of this agreement for DJOHS.

The County and DJOHS shall evaluate the effectiveness of this agreement annually and make recommendations to County and DJOHS Administration regarding any changes. The annual meeting shall be attended by the DPR Sports and Recreation Deputy Division Chief for Facilities, DPR Facilities Operations Manager, DPR Facilities Coordination and Scheduling Portfolio Manager; DPR Athletic Field Maintenance Manager, DJOHS Director of Athletics and Assistant Director of Athletics, DJOHS Facilities Manager and by representatives from the DPR Finance Unit.

Mark J. Schwartz
 Signature
MARK J. SCHWARTZ
 Full Name
COUNTY MANAGER
 Title

Joseph E. Vorbach III
 Signature
JOSEPH E. VORBACH III
 Full Name
HEAD OF SCHOOL
 Title

Arlington County

Denis J. Bishop O'Connell High School

Date 8/12/16

Date 6/7/16

MEMORANDUM OF AGREEMENT BETWEEN ARLINGTON COUNTY and DENIS J. BISHOP O'CONNELL HIGH SCHOOL

County Initials and Date: MJS 8/12/16 DJOHS Initials and date: JEU 6/7/16

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.

Contacts for Arlington County:

Primary: Christine Knopf
Facilities Coordination and Scheduling Portfolio Manager
Sports and Recreation, Facilities Operations Unit
Arlington County Department of Parks and Recreation
3700 South Four Mile Run Drive
Arlington, VA 22206
Cknopf@arlingtonva.us
Office Phone: (703) 228-1816
Cell Phone (703) 201-2214

Secondary: Peter Lusk
Facilities Operations Manager
Office Phone: (703) 228-1872
Cell Phone (571) 447-8245

Facility Rover: The County Facility Rover is available after business hours (nights and weekends) to provide assistance for issues at any DPR or APS 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 703-228-4715.

Contacts for Bishop Dennis J. O'Connell High School:

Primary: Joe ~~Wooten~~^{NEW} WOOTTEN
Athletic Director
Bishop Dennis J. O'Connell High School
6600 Little Falls Road
Arlington, VA 22213
Office Phone: (703) 237-1455
Cell Phone: (703) 929-8902
jwootten@bishopoconnell.org

Secondary: Tom Orndorff
Assistant Athletic Director
Office Phone: (703) 237-1455
torndorff@bishopoconnell.org

MEMORANDUM OF AGREEMENT BETWEEN ARLINGTON COUNTY and DENIS J. BISHOP O'CONNELL HIGH SCHOOL

County Initials and Date: JUS 5/8/16 DJOHS Initials and date: JEW 6/7/16

