

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is between the County Board of Arlington County, Virginia, and the Arlington Sister Cities Association, a Virginia non-profit corporation (“Grantee”).

RECITALS

The County Board desires to continue to provide financial support to Grantee, as it has done since Grantee was established as a County Board commission in 1991 and later organized as a 501(c)(3) non-profit corporation in 1993.

1. From 1991 to 2010, the County Board appropriated funds to help fund Grantee’s activities and provided Grantee with a part-time administrative staff member.
2. In a memorandum of agreement dated October 28, 2010, (“2010 MOU”) the County Board and Grantee agreed that the County would assist Grantee by providing a County grant, rather than a combination of financial and staff support.
3. The 2010 MOU is set to expire on June 30, 2016; and the County Board and Grantee would like to continue their agreement regarding grant funding.

TERM

This MOA will take effect on July 1, 2016, and will automatically renew every year on July 1 until June 30, 2021, unless the MOA terminates sooner in accordance with the Termination provision below.

PROCEDURES

Subject to annual appropriation of funds and provided that Grantee submits a request as outlined below, the County will:

1. Provide core funding of \$40,000 for the July 1, 2016 – June 30, 2017, term;
2. For each subsequent annual term, provide core funding in an amount to be determined during the annual budget cycle and reflected in the Arlington County Adopted Budget for that fiscal year;
3. Provide additional funding of up to \$10,000 as a dollar-for-dollar match to Grantee’s private fundraising for the July 1, 2016 – June 30, 2017, term (the County will match both cash donations and in-kind services that are approved by the County Manager or his designee);

4. For each subsequent annual term, provide additional funding as a dollar-for-dollar match to Grantee's private fundraising up to a maximum amount to be determined during the annual budget cycle and reflected in the Arlington County Adopted Budget for that fiscal year;
5. Make available a direct point of contact with the County Board; and
6. Make available a County staff member to review and report to the County Manager on Grantee's work plan, budget and private fund match and to ensure compliance with the grant guidelines.

Grantee will:

1. By September 30th of each year, submit to the assigned County staff member a request for core funding, including the following information:
 - a. Grantee's goals and objectives for the upcoming fiscal year;
 - b. a budget with sufficient budget detail to show the planned sources and uses of funds;
 - c. a work plan, broken down by committee, that details Grantee's strategies for achieving its goals and objectives and includes performance measures for Grantee's activities;
 - d. any special events planned for the fiscal year;
2. Appoint the same County staff member who reviews Grantee's work plan, budget and private fund match to serve as an ex-officio member of the Arlington Sister Cities Association Board; and
3. Use County-provided funds only to achieve the objectives and goals stated in the approved work plan.

GENERAL PROVISIONS

Monitoring and Reporting

The County Board or its designee may monitor and evaluate Grantee's performance of its obligations under this MOA. Grantee will cooperate fully with any monitoring efforts and will provide any information and documentation that the County might reasonably request.

Dispute Resolution

In the event that an issue regarding or arising under this MOA cannot be resolved by the parties,

the issue will be brought to the County Manager for a final decision.

Termination

This MOA will terminate immediately if the County Board does not allocate the necessary funds.

The County may also terminate this MOA, with or without cause, with 90 days' written notice.

The County may terminate this MOA immediately if it determines that Grantee has failed to perform according to the MOA's terms and has not corrected the failure to the County's sole satisfaction within 30 days of receiving notification of the failure. Following the expiration of the 30-day cure period, the County will provide written notice of termination, which will be effective upon receipt.

Upon termination of the MOA, Grantee will return all unused County grant funds to the County.

Indemnification

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

Forces Beyond Control

Neither party shall be liable for any failure to perform its responsibilities under this MOA if the failure results from any act of nature or other cause beyond the party's reasonable control.

Applicable Law and Jurisdiction

This MOA is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation with respect to this MOA shall be in the Circuit Court for Arlington County, Virginia, and in no other court.

Virginia Freedom of Information Act

Arlington 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.

Non-Discrimination

Grantee will not discriminate against any individual with regard to employment or participation or in any other manner for reasons of race, color, creed, national origin, sexual orientation, disability

or any other characteristic that is protected by local, state or federal law.

Survival

The following provisions will survive the termination of this MOA: Dispute Resolution, Termination, Indemnification, Forces Beyond Control and Applicable Law and Jurisdiction.


Additional Terms

1. This MOA constitutes the entire agreement between parties regarding Arlington County's support of Grantee and its activities.
2. This MOA may be modified only by written amendment signed by both parties.
3. Grantee may not assign or transfer its rights and interests in this MOA to any other person, business or entity.
4. This MOA is not intended to create any rights or benefits for or to create a contract for the benefit of any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

County Board of Arlington County,
Virginia

Arlington Sister Cities Association



By: Mark Schwartz



By: Thomas Skladony

MARK J. SCHWARTZ
Printed Name

Thomas W. Skladony
Printed Name

COUNTY MANAGER
Title

Chairman
Title

July 18, 2016
Date

June 20, 2016
Date