

# **Memorandum of Understanding Between Arlington County, Virginia Acting Through the Department of Parks, Recreation and Cultural Resources and the Arlington County Tennis Association)**

## **PURPOSE**

The Arlington County Department of Parks, Recreation and Cultural Resources (hereafter "PRCR") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from PRCR and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

PRCR recognizes that at times it is in the best interest of the community that PRCR work with outside organizations in coordinating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations, each party can contribute to greater public service without relinquishing their separate identities or responsibilities.

To this end, PRCR is willing to establish a working relationship and cooperative agreement with the Arlington County Tennis Association (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision, and action in planning, developing, and maintaining recreational programs.

This Memorandum of Understanding (MOU) is no guarantee of any funding from PRCR but it does provide priority status for assignment of facilities at the discretion of PRCR. Failure to carry out the responsibilities detailed below may result in a loss of priority status for the assignment of facilities.

## **Mission and Goals**

The mission of the PRCR is to help make Arlington County the happiest, healthiest place to live, work, learn, and play. PRCR promotes dynamic programs and attractive public spaces that 1) cultivate wellness and vitality throughout the community; 2) offer healthy and fun recreation, sport, and leisure choices 3) develop and protect natural and cultural resources; and 4) provide opportunities for creative expression and intellectual growth. PRCR recognizes the value of recreational sports to the Arlington community. PRCR works to realize these goals by helping affiliated sports organizations deliver the best possible programs to Arlington's citizens and by ensuring those programs comply with applicable laws and adopt recognized best practices.

The PRCR Sports Programming Section fosters strong relationships with our affiliate groups. We work closely with existing organizations on such matters as coaches' education, background checks, and administrative matters. Affiliate groups' primary purpose is to plan and deliver a service to the residents of Arlington County. The Sports Programming staff lends assistance to the group in the affiliate groups' program/activity development and implementation. The programs and services of the groups are considered an integral part of sports offerings within the County and are included in PRCR marketing efforts. The relationship between the Affiliate and PRCR is intended to enhance the athletic opportunities and enjoyment for the residents of Arlington County.

## **Responsibilities**

### **I Arlington County's responsibilities include the following:**

- A. Appoint a county representative to serve as the liaison between PRCR and the Affiliate. This individual will:
  1. Make himself/herself and his/her position description known to the Affiliate program officials.
  2. Promote constructive communication between program officials and appropriate PRCR staff.
  3. Provide a copy of the Arlington County Hold Harmless agreement to the Affiliate program officials.
  4. Facilitate annual program evaluations to be submitted to PRCR and Sports Commission.
  5. Provide Sports Commission members and PRCR staff with appropriate program information as needed.

6. Coordinate a semi-annual meeting and other meetings as necessary, with the Affiliate Program Officials and PRCR staff.
  7. Advise the Affiliate program officials of the inclement weather hotline (703-228-4715).
- B. Allocate match locations.
  - C. Work collaboratively with the Affiliate on marketing and publicity.
  - D. Ensure that all information shared with PRCR by the Affiliate, is for County use only and will not be shared with any outside organizations without written approval by the Affiliate, subject to the Virginia Freedom of Information Act and any other applicable law.
  - E. Promptly inform the Affiliate program officials of any complaints received about the Affiliate activities.
  - F. Provide use of County facilities for meeting space once per month if needed and for captain's meetings and board meetings.
  - G. Provide AFFILIATE with access to same day and future online court reservation data. The AFFILIATE is flexible in how this information is presented and is willing to make it easily accessible to its members and the greater Arlington community.

Arlington County does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Arlington County property. The Affiliate is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Arlington County property.

## II. AFFILIATE's responsibilities include the following:

- A. Provide PRCR with the following information on the dates noted below:
  1. List of Board officers and their contact information: by January 31 or at least two weeks prior to the commencement of games each season
  2. Copy of by-laws: upon signing of this MOU and updates as changes are made
  3. Annual financial statement: by May 1 for the prior calendar year
  4. Copy of annual or seasonal budget: at least two weeks prior to the commencement of games
  5. Articles of incorporation or proof of 501 3c, if applicable: upon signing of this MOU
  6. Current Affiliate rulebook: upon signing of this MOU and updates as changes are made
  7. Game schedule for all teams: at **least two** weeks prior to the commencement of games, and updates as changes are made
  8. Team rosters and residency verifications to include names and addresses of each player and coach/captain (see below for valid forms of residency verification): by no later than one month after the first match of the season
  9. Notice of Affiliate public meetings: at least one week in advance of the meeting date
  10. Copy of the meeting minutes: upon request
- B. Work with Arlington County staff liaison to identify court maintenance issues, particularly ones that require immediate attention (ex – lights out, graffiti on courts)
- C. Ensure that the Arlington County Hold Harmless agreement is on the Affiliate registration form to be signed by each player, as follows: *“As consideration for the right to participate in the \_\_\_\_\_ League” and/or other activities and services provided by the Arlington County Department of Parks, Recreation, and Cultural Resources, its agents and employees, I, on behalf of myself, my executors, administrators, heirs, next of kin, and successors, hereby covenant to hold harmless and indemnify the County and all of its officers, departments, agencies, agent and employees from any and all claims, losses, damages, injuries, fines, penalties and costs (including court cost and attorney's fees), charges, liabilities, or exposures, however caused, resulting from, arising out of, or in any connection to my or any minor family member's participation in the above described program. I have read and understand this INDEMNIFICATION AND HOLD HARMLESS AGREEMENT and by my signature agree to its terms.”*
- D. Insurance:

1. The Affiliate shall secure and maintain a policy of commercial general liability insurance from a carrier satisfactory to the Arlington County Office of Risk Management, providing coverage for claims arising from or in connection with the damage or loss suffered by any person, thing or interest with a minimum of not less than One Million Dollars (\$1,000,000). Arlington County shall be named as an "Additional Insured" on all policies.
  2. In the Certificate Holder section of the Certificate of Insurance, the following must be included:  
Arlington County Board  
2100 Clarendon Blvd.  
Arlington, VA 22201  
Attn: (PRCR Staff Liaison Name)
  3. Affiliate shall provide a copy of the Insurance Certificate to the Arlington County Office of Risk Management, Suite 511, 2100 Clarendon Blvd., Arlington VA, 22201 with an additional copy to PRCR.
  4. Cancellation Notice: Should insurance coverage held on behalf of the Affiliate be discontinued, Arlington County (PRCR) will receive a minimum of 30 days written notice.
- E. The Affiliate and its teams are responsible for cleaning up after practices or matches,. Trash is to be disposed of properly and placed in available receptacles.
- F. Residency:
1. Before July 1, 2009, all teams in the Affiliate's league must have at least 50% Arlington residents on the roster. Residency must be verified each calendar year by submitting one of the documents on the "Documents to Verify Arlington Residency" list that will be provided by the county representative upon request. Individuals who work in Arlington County do not count towards meeting the residency requirement, unless they are employed by Arlington County government.
  2. After July 1, 2009, the Affiliate's league, as a whole, must have at least 66% Arlington residents on the roster. Beginning July 1, individuals who are employed in Arlington County will count as residents for the residency quota but must pay non-resident fees, Non residents who are employed in Arlington County Public Schools will also count as residents for the residency quota but must also pay non-resident fees,
  3. Working within Arlington County for purposes of paragraph #2 above is defined as the location of someone's official work station or the location of their permanent work assignment. Employment in this case can also include if a person either works 20 hours/week or if he/she has no other work place
  4. Nonresidents who are Arlington County Property Owners and/or Arlington County Government Employees count as Arlington residents for fees and the residency quota
  5. Non-residents on team rosters must pay a non-resident fee for each season or round, as established each fiscal year in the County fee resolution.
- G. Fee Payment Dates:
1. The Affiliate must pay team court rental fees, as established by the Arlington County Board, no later than 30 days after receiving final invoice from the Parks & Recreation Department  
Failure to do so will result in revocation of court reservations.
  2. Non-resident fees must be paid when the rosters and residency verifications are submitted, but no later than one month after the first match Additional non-resident fees may be assessed based on the PRCR review of the residency Documents. These must be paid before the end of the season.
- H. Returned Checks: If the Affiliate's check for team user fees, field rental, or non-resident fees is returned by the bank to the County (for insufficient funds, closed account, etc), the Affiliate is responsible for reimbursing the County for the total amount plus a \$25.00 returned check fee. In addition, all future fees from the Affiliate must be paid to PRCR by a certified check, money order, or cash unless approved otherwise by the County representative. The Affiliate group's Board will be notified of this occurrence.
- I. The Affiliate group shall cooperate fully with any investigation conducted by or on behalf of PRCR. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of PRCR, and may result in revocation or suspension of any Affiliate Group privileges under this MOU.

- J. The Affiliate is responsible for any additional fees incurred by the County for Affiliate events, including but not limited to custodial overtime, police attendance, additional field monitors/supervisors, porta-johns, and additional field markings. The Affiliate is not responsible for any additional fees it has not agreed to pay in advance of any event.
- K. The Affiliate shall work closely with PRCR staff liaison to facilitate annual program evaluations being made available to all participants.
- L. Other than to adhere to specific membership guidelines, program requirements, or residency standards, the activities, programs, and events sponsored by the Affiliate shall not discriminate against or exclude any individual for participation for reasons of race, color, creed, national origin, sexual orientation, disability, or any other characteristic protected by local, state or federal law.
- M. The Affiliate shall establish a means of communication to ensure that team representatives will promptly receive any field cancellation notices or other relevant communications.
- N. All representatives shall help in monitoring the activities that take place at the field, and to assist in keeping Arlington facilities clean, safe and secure.
- O. The Affiliate shall adhere to all applicable facility and Arlington County ordinances, rules, regulations, policies, and procedures.
- P. The Affiliate shall report all maintenance issues and damage within 24 hours to PRCR by calling 703-228-1805.
- Q. The Affiliate will be responsible for any damages/impairments to facilities of the Arlington County which occur during the organization's use of the allocated fields. The Affiliate agrees to reimburse the County for any facility repair or equipment replacement necessitated by the Affiliate's use of the premises (except normal wear and tear).
- R. The Affiliate is responsible for managing, operating, and controlling their games and activities.

### **III. Termination and Duration**

- A. The initial term of this Agreement shall commence on the date hereof and end on the 31<sup>st</sup> day of December, 2008. Thereafter, this Agreement shall be deemed automatically renewed for successive one year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 90 days prior to the annual renewal date of its intention not to renew the agreement, or unless the Parties otherwise mutually agree to terminate the Agreement.
- B. PRCR retains the right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any or no reason, including, but not limited to misconduct of the Affiliate or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Arlington County residents, or because the Affiliate has breached any of its obligations under this Agreement. The Affiliate may terminate this agreement by providing a minimum of 45 days written notice.
- C. PRCR staff will review each group's agreement annually to ensure they have complied with their procedures and responsibilities. Failure to follow the procedures or address negative survey results may result in suspension or termination of the agreement.
- D. Any modifications to this agreement must be made by mutual written agreement of the parties
- E. The Affiliate will have financial responsibility to PRCR for any outstanding fees and/or money owed to Arlington County and shall promptly reimburse the County. Any money owed to the Affiliate by PRCR shall be promptly reimbursed.
- F. This Agreement may be amended by the written approval of both Parties.
- G. All County obligations are subject to appropriation of funds by the Arlington County Board.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

\_\_\_\_\_  
Authorized Signature of PRCR

\_\_\_\_\_  
Authorized Signature of Affiliate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Arlington County**

***Affiliate***

\_\_\_\_\_  
***Signature***

\_\_\_\_\_  
***Signature***

*Name*  
Sports Programmer  
Department of Parks,  
Recreation and Cultural Resources

*Name*  
President  
\_\_\_\_\_ League

\_\_\_\_\_  
***Title***

\_\_\_\_\_  
***Title***