

MEMORANDUM OF UNDERSTANDING BETWEEN THE FRIENDS OF [REDACTED] AND THE FAIRFAX COUNTY PARK AUTHORITY

This Memorandum of Understanding, by and between the Fairfax County Park Authority (hereinafter “the Park Authority”), and the Friends of [REDACTED] (Hereinafter “the Friends”), and together known as the “Organizations,” establishes a framework for a sustainable partnership between the Organizations in order for mutual support to continue and prosper. This Memorandum of Understanding (hereinafter “Understanding”) replaces all other Agreements, Memoranda of Understanding, or Contracts that may exist between the Organizations.

WHEREAS, the Park Authority was established by the Park Authorities Act as defined in the Code of Virginia §15.2-5700-5714 and the Park Ordinance passed by the Fairfax County Board of Supervisors on December 6, 1950;

WHEREAS, the Friends were established as a non-stock (non-profit) corporation in the Commonwealth of Virginia on _____;

WHEREAS, the Park Authority’s mission is to set aside public spaces for and assist citizens in the protection and enhancement of environmental values, diversity of natural habitats and cultural heritage to guarantee that these resources will be available to both present and future generations. To create and sustain quality facilities and services which offer citizens opportunities for recreation, improvement of their physical and mental wellbeing, and enhancement of their quality of life;

WHEREAS, the Friends support [REDACTED] (hereinafter “the Site/Program”) and the Friends’ mission is

[REDACTED]; and,

WHEREAS, it is in the mutual interest of the Organizations to establish a framework for a productive working relationship between the Organizations.

Now, therefore, in consideration of the above, both Organizations agree to:

- Foster a strong and cooperative relationship through regular coordination of the Friends’ and the Park Authority’s and Site/Program’s plans, budgets, resources, events, and programs and make timely decisions on said matters.
- Conduct all financial affairs with transparency.
- Document and/or coordinate mutually agreed upon items and share helpful or pertinent information.
- Comply with all federal, state, and local laws and regulations.

In consideration of the Friends’ welcome voluntary contributions to the Site/Program (i.e. services and/or donations), and Park Authority’s recognition of the Friends’ contributions, the Organizations agree as follows:

- 41 **I. THE PARK AUTHORITY AGREES TO:**
- 42 a. Governance/Administration
- 43 i. Grant the Friends permission to use the name and logo of the Site/Program
- 44 and the Park Authority for uses that support the Site/Program mission,
- 45 programs, and objectives.
- 46 ii. Recognize the Friends as an independent entity.
- 47 b. Coordination
- 48 i. Assign a **Site/Program Liaison** to the Friends as the primary point of contact
- 49 to coordinate, communicate, and meet regularly to discuss the plans and needs
- 50 of the Site/Program and the Friends.
- 51 ii. Provide support for **mutually agreed upon** Friends programs, budgets,
- 52 projects, fundraising activities, and/or reports.
- 53 iii. Provide staff consulting and technical assistance for mutually agreed upon
- 54 improvement programs and projects whenever possible.
- 55 iv. Assist Friends' coordination with other agencies as needed.
- 56 v. Hold a regular meeting, at a minimum annually, between the Park Authority
- 57 Director and all friends groups to discuss matters mutually agreed upon
- 58 between the Park Authority and the Friends.
- 59 c. Finances
- 60 i. Comply with the Park Authority's financial procedures to accept and spend
- 61 donations.
- 62 ii. **Coordinate financial reconciliation with the Friends and provide annual**
- 63 **reports on the Friends' donations to the Site/Program or Park Authority.**
- 64 iii. Provide annual capacity building funds, donated by the Fairfax County Park
- 65 Foundation to the Park Authority, as available for the Friends' needs. Manage
- 66 the Friends Capacity Building Fund.
- 67 d. Services offered to Friends
- 68 i. Provide facilities, program and maintenance support for activities and other
- 69 Site/Program improvement projects, to include meeting, program, fundraising,
- 70 and event space at mutually agreed upon times.
- 71 ii. Waive the Business Activities License fees—\$50 or 15% of gross revenue—
- 72 related to fundraising on park property so long as net proceeds are donated to
- 73 or used to support the Site/Program or Park Authority.
- 74 iii. Promote the Friends' presence and programs as permitted.
- 75 iv. Publicly recognize the work, contributions, services, and/or donations
- 76 received directly or indirectly from the Friends.
- 77 e. Ask the Park Foundation to
- 78 i. Accept donations from the Friends for a park, program, or the Park Authority.
- 79 ii. Provide support, training, and networking opportunities for developing
- 80 potential fundraising programs.
- 81 iii. Provide support in researching, reviewing, and mutually developing grants as
- 82 resources permit.

- 83 iv. Provide support for the Friends, their programs, and activities through the
84 Park Foundation website and social media.
- 85 v. Feature the Friends, their projects, accomplishments, and contributions
86 periodically in the FCPF e-newsletter or other media as appropriate.

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88 **II. THE FRIENDS AGREE TO:**

89 a. Governance/Administration

- 90 i. Register with the Internal Revenue Service (IRS) as a non-profit organization.
- 91 ii. Meet state and local charitable solicitation requirements if the Friends solicit
92 funds.
- 93 iii. Obtain any necessary permits, licenses, special insurance, equipment, and
94 inspections for Friends programs, activities, or events and pay associated costs
95 or fees.
- 96 iv. Authorize the County and the Park Authority to use the name and logo of the
97 Friends to promote the Friends and their activities and contributions.
- 98 v. Upon dissolution, donate any remaining funds to the Site/Program or Park
99 Authority, Park Foundation, or another like organization.

100 b. Coordination

- 101 i. Work with the Site/Program Liaison to coordinate the Site/Program and
102 Friends' plans, programs, needs, and projects.
- 103 ii. Coordinate fundraising activities on park property with the Site/Program
104 Liaison.

105 c. Finances

- 106 i. Comply with all IRS non-profit requirements to remain in good standing; and
- 107 ii. Direct donation of funds for a designated Site/Program or the Park Authority
108 to the Park Foundation. (100% of donations to the Park Foundation are
109 transferred to the Park Authority for use as designated by the Friends.)
110 NOTE - Not customizable for Friends who apply for "Friends Capacity Building
111 Funding" through the Fairfax County Park Foundation and Park Authority.

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115 **III. GENERAL PROVISIONS:**

- 116 a. This document, along with the Special Provisions attachment, contains the entire
117 understanding between the Organizations. The Special Provisions attachment may not
118 contradict provisions in the Understanding.
- 119 b. The Friends is not an agent of the County, the Park Authority, or the Park Foundation
120 and is not responsible or accountable for the actions of the Park Authority.
- 121 c. If, at any point, either Organization does not insist upon the others' complete
122 performance of this Understanding, then it does not deny them the right to insist upon
123 complete performance in the future.

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125 **IV. INSURANCE**

- 126 a. The Friends, as an entity, is not protected by the County Volunteer Insurance
- 127 Program, which only covers individuals who volunteer for the County.
- 128 b. The Friends will consult with an insurance professional to obtain appropriate
- 129 insurance coverage (i.e. general liability and directors and officers) based on the
- 130 Friends' structure and activities.

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132 **V. AMENDMENT, RENEWAL AND TERMINATION**

- 133 a. This Understanding shall be in effect for **five (5) years** from the date entered below,
- 134 unless it is terminated in writing at an earlier date.
- 135 b. This Understanding may be extended for **three (3) years** upon mutual, written
- 136 understanding of the Organizations.
- 137 c. Any modifications, assignments, alterations, or extensions must be in writing, signed,
- 138 and approved by both Organizations.
- 139 d. This Understanding may be terminated by either Party upon 30 days written notice
- 140 and all Friends' property will be removed from the Site/Program unless mutually
- 141 agreed upon.
- 142 e. All notices relating to this Understanding shall be in writing and sent by certified mail
- 143 to the Organizations at the following addresses:

144 **Friends:** _____,

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146 Park Authority: 12055 Government Center Parkway, Suite 927, Fairfax, VA 22035

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148 IN WITNESS, WHEREOF, the Organizations enter into this Understanding on _____.

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150 FRIENDS GROUP

PARK AUTHORITY

151 By: _____

By: _____

152 Title: _____

Title: Park Authority Executive Director

153 Date: _____

Date: _____

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156 By: _____

157 Title: Site/Program Liaison and/or Site Manager

158 Date: _____

161 Attachment to

162 **MEMORANDUM OF UNDERSTANDING BETWEEN THE FRIENDS OF**
163 _____ **AND THE FAIRFAX COUNTY PARK AUTHORITY**

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165 **V. SPECIAL PROVISIONS**

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167 **Examples** of what Friends might want to include in the Special Provisions:

- 168 • Budget and procedures for handling the budget with the Site/Program Liaison;
- 169 • Description of the support they provide to the Site/Program.
- 170 • Identify annual Friends Group highlights with Site/Program Liaison that have benefited
- 171 the site or program. Friends Group highlights may be used in Park Authority Annual
- 172 Report.

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182 Staff position _____ has been assigned as the Site/Program Liaison.

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188 IN WITNESS, WHEREOF, the Organizations enter into this Understanding this ____ day of
189 _____, 2017.

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191 FRIENDS GROUP

PARK AUTHORITY

192 By: _____

By: _____

193 Title: _____

Title: Park Authority Executive Director

194 Date: _____

Date: _____

195

196 By: _____

197 Title: Site/Program Liaison and/or Site Manager

198 Date: _____