



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item
Meeting of October 23, 2010

REVISED REPORT – REVISED MOU AGREEMENT

DATE: ~~September 22~~ October 21, 2010

SUBJECT: Memorandum of Understanding (MOU) between County and Arlington Sister City Association (ASCA).

REVISION EXPLANATION: Revisions to the MOU so that it can be in force for more than 1 year and future funding can be subject to annual appropriations.

C. M. RECOMMENDATION: Adopt the MOU between the County and ASCA and authorize the County Manager to release the funds when the conditions are satisfied.

ISSUES: County Board approval is needed to release funding for ASCA. There are no outstanding issues.

BACKGROUND: The County Board has provided both financial and staff support to the Arlington Sister City Association (ASCA) since it was established as a County Board appointed commission in 1991 and subsequently organized as a 501(c)(3) non-profit corporation in 1993. Earlier this year the County and ASCA agreed on changes in the relationship that would be beneficial to each party. The County Board Chairman provided a letter to ASCA on May 20, 2010, which officially confirmed the new working relationship and outlined its terms including the provision of \$40,000 in grant funds and \$10,000 in County matching funds (Attachment 2).

DISCUSSION: The MOU (Attachment 1) outlines the provisions for distributing the approved funds from Arlington County to ASCA in line with the terms noted in the County Board Chairman's letter of May 20, 2010. These terms include:

- That the agreement is effective from July 1, 2010 to June 30, 2011 and shall automatically renew on July 1st of every year until terminated.
- \$40,000 upon the Manager's approval of grantee's work plan and budget for FY 2011 and subject to annual appropriation of funds for future years.
- \$10,000 in one-time funding as a dollar for dollar match to private fundraising of cash or in-kind services for FY 2011 and subject to annual appropriate of funds for future years.

County Manager:

BMD/kma

County Attorney:

AM

MTN

Staff: Hunter Moore

30.

- The establishment of a direct point of contact with the County Board
- The appointment of a County staff member as an ex-officio member of the ASCA Board

FISCAL IMPACT: The \$50,000 in County funds is included in the adopted FY 2011 budget.
Future year funding will be subject to annual appropriations.

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ARLINGTON SISTER CITIES ASSOCIATION AGREEMENT

This Agreement (“Agreement”) is entered into this ____ day of _____ by and between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (“County Board”) and the ARLINGTON SISTER CITIES ASSOCIATION, a Virginia non-stock corporation (“Grantee”).

RECITALS

The County Board has provided both financial and staff support to the Grantee since it was established as a County Board appointed commission in 1991 and subsequently organized as a 501(c)(3) non-profit corporation in 1993.

1. The County Board has in the past appropriated County monies annually to help fund Grantee’s activities, and provided a part time staff person to provide Grantee with administrative support.
2. The Grantee also solicits paid memberships and sponsorships to fund its activities and often works with various agencies of the County government and County Schools to implement its work program.
3. The County Board wants to continue to assist Grantee as it works to enhance and promote Arlington County’s international character as well as encourage exchanges in education, commerce, culture and the arts.
4. The Grantee believes it can be better pursue its goals and growth through a combination of private sector funding and financial support from the County.
5. To this end, Grantee proposed on July 1, 2010 that continued County support be in the form of a County grant, rather than through a combination of financial and staff support as in previous years.

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TERMS OF AGREEMENT

The Grantee and the County Board agree as follows:

1. This Agreement is effective from July 1, 2010 to June 30, 2011, and shall automatically renew on July 1st of every year until terminated as herein provided.
2. The County Board will, subject to annual appropriation of funds:
 - a. Provide funding of \$40,000 for the July 1, 2010 to June 30, 2011 term provided that Grantee submits a request as outlined in 3(a) below. For each subsequent term, the County Board will, subject to annual appropriation of funds, provide funding of an amount to be determined annually during the budget cycle and reflected in the Arlington County Adopted Budget for that fiscal year. Such funding will be provided at the beginning of the County's fiscal year (core funding) after the Grantee submits a request as outlined in 3(a) below;
 - b. Provide additional funds, up to \$10,000, as an equal, dollar for dollar match in proportion to private fund raising for the July 1, 2010 to June 30, 2011 term. For each subsequent term, the County Board will, subject to annual appropriation of funds, provide additional matching funds of an amount to be determined annually during the budget cycle and reflected in the Arlington County Adopted Budget for that fiscal year. Private fund raising can be raised in either cash or in-kind services (as approved by the County Manager or his designee).

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- c. Make available a direct Point of Contact with the County Board as outlined in Exhibit A.
 - d. Make available a County staff member, as outlined in Exhibit A, who can provide County review of Grantee's Work Plan, Budget and Private Fund Match, and report back to the County Manager, who can then report to the County Board on an ongoing basis concerning on Grantee's activities and compliance with the agreed to grant guidelines.
3. The Grantee will:
- a. Submit a request as soon as possible following July 1st of each year a request for core funding to the County staff liaison. The request shall include the Grantee's goals and objectives and upcoming fiscal year budget and work plan for approval by the County Manager or his designee. The budget will provide sufficient detail as to show the overall planned sources and uses of funds. The work plan will contain such detailed information as the strategies to achieve the goals and objectives, including any special events planned for the fiscal year, and the goals and objectives of each of the various committees. The Work Plan shall also include performance measures by which the Grantee's activities are to be evaluated.
 - b. Appoint a County staff member to serve as an ex-officio member of the Arlington Sister Cities Association Board, as outlined in Exhibit A. Such person shall provide the services outlined in section 2(d).

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- c. Use County funds for the express purposes of achieving the objectives and goals stated in the Work Plan.

4. NONDISCRIMINATION

- a. The Grantee shall not, in the selection of employees, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, religion, sex, disability or national origin, or discriminate in violation of any applicable law or regulation. The Grantee shall comply with all applicable requirements imposed by Title VII of the Civil Rights Act of 1986, and any related rules and regulations.
- b. The Grantee shall not discriminate in the selection of contractors or contract workers because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of a contractor.

5. REPORTING REQUIREMENTS

The Grantee understands and agrees that the County may monitor and evaluate the Grantee's efforts in performing the obligations hereunder, and agrees to cooperate fully with any County monitoring efforts. Further, Grantee agrees to submit to the County any items reasonably requested by the County from time to time.

6. HOLD HARMLESS

The Grantee agrees to save, indemnify, defend, and hold harmless the County, its agents, officers and employees from and against any and all claims, suits, charges, damages or expenses of any type or variety arising from, or in connection with,

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any claim, loss, or damage, which may hereafter arise pursuant to or relating to this Agreement or the Grantee's activities in carrying out its duties under the terms of this Agreement.

7. AMENDMENT OF AGREEMENT

This Agreement and any of the Exhibits thereto may be amended by mutual agreement of the parties. Any such amendment shall be valid only if it is in writing and signed by all parties.

8. TERMINATION OF AGREEMENT

- a. The County agrees not to terminate this Agreement unless it determines that the Grantee has failed to perform in accordance with the provisions of this Agreement and has not corrected such failure to the County's sole satisfaction within 30 days of the date on which written notice is received by the Grantee. The written notice of termination of this Agreement following expiration of the 30 day cure period shall be effective upon receipt. In the event that the County terminates this Agreement, Grantee agrees that it will return the unused grant funds to the County.
- b. The County reserves the right to terminate this Agreement should the County Board not allocate funds necessary to carry out this Agreement.
- c. Notwithstanding any of the above, the County has the right to terminate this Agreement, with or without cause, with 90 days written notice.

9. COMPLIANCE WITH LAWS, RULES, REGULATIONS

Grantee shall comply with all applicable federal, state and local laws, rules and regulations including those promulgated by the County Board.

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WITNESS the following signatures and seals:

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: Barbara Donnellan, County Manager

ARLINGTON SISTER CITIES ASSOCIATION

By:



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

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HOPE HALLECK
 CLERK TO THE
 COUNTY BOARD

MEMBERS

JAY FISETTE
 CHAIRMAN
 CHRISTOPHER ZIMMERMAN
 VICE CHAIRMAN
 BARBARA FAVOLA
 MARY HYNES
 J. WALTER TEJADA

May 20, 2010

Mr. Karl VanNewkirk, Chairman,
 Arlington Sister Cities Association
 1116 N. Rochester Street
 Arlington, VA 22205-1741

Dear Karl,

This is to officially confirm the new working relationship between Arlington County and the Arlington Sister Cities Association (ASCA). It is the Arlington County Board's hope that this new arrangement will give the ASCA even greater opportunities for growth and success. The following outlines the terms that the County Board approved for our relationship:

1. ASCA asked for a "point of contact" with our office. With the County Board's concurrence, I have asked that Member Walter Tejada serve as the County Board's liaison to ASCA. He, directly and through his aide Roxana Olivas, will be your direct point of contact with the County Board.
2. We would like a County staff member to serve as an ex-officio member of the ASCA Board. That person can provide County review of your Work Plan and Budget and report back to the County Manager, who can then report to the County Board on an ongoing basis on ASCA's activities and compliance with grant guidelines. I hereby propose that Assistant Deputy County Manager, Hunter Moore, be appointed in this capacity to the ASCA Board.
3. The County will provide ASCA with \$40,000.00 in grant funds that will be available and contingent upon the County Manager's acceptance of a Work Plan and Budget for ASCA's next full operating year. As any encouragement to ASCA to leverage the County grant with funds raised through the private sector, an additional \$10,000 of County funding are provided, based on a dollar-for-dollar match to ASCA's private fundraising efforts. This match can be raised in either cash or approved in-kind services.

On behalf of the entire Arlington County Board, I would like to thank you and the other members of your Board for your openness to this new arrangement and your ongoing efforts on behalf of relationships with sister cities. ASCA is an important piece of Arlington's multicultural fabric, which we would like to see expand and prosper. It is our hope that this new relationship will foster this goal. Thank you for working cooperatively with us.

Sincerely,

Jay Fissette, Chair
 Arlington County Board

cc: Members, Arlington County Board
 Michael Brown, County Manager