

Subject: Capital/PAYG- Field Fund

**FY 2018 Proposed Budget
Budget Work Session Follow-up**

4/17/2017

The following information is provided in response to a request made by John Vihstadt at the work session on 4/11/2017, regarding the parks field fund (web 938) and requesting an update on current efforts to foster additional private sector contributions to the Parks Field Fund, thus facilitating the conversion of grass fields to artificial turf fields.

The Department of Parks and Recreation (DPR) does not actively solicit or fundraise for Capital projects. DPR does regularly receive inquiries from organizations, community groups, and individuals interested in making monetary or in-kind donations or establishing collaborative agreements of mutual benefit to support park and recreation programs and services. In these cases, DPR follows the guideline set forth in our Collaboration and Donation Policy (OMA-27), established October 2015. DPR's website includes a page that details the process and allows interested parties to complete a collaboration application. (<https://parks.arlingtonva.us/collaborate/>)

Recently, DPR has had success with a cost sharing model. The renovation of the diamond athletic field at Gunston Park, which was approved as a \$1.433 million maintenance capital project as part of the 2014 GO Bond Referendum to fund design and construction to replace the current diamond field, upgrade lighting, allow for improved ADA accessibility and for new stormwater management features and other site amenities. As the project came forward during that process, Arlington Sports Foundation (ASF) approached DPR with a proposal to convert this diamond field from natural grass to synthetic turf. The total additional cost to convert this field to synthetic is \$370,000. ASF agreed to raise \$180,000 and the Arlington Sports Commission has recommended the allocation of \$190,000 from the Arlington County Diamond Field Fund to the project.

In addition, Marymount and George Washington Universities have each paid the full cost of the initial capital investment for the conversion of grass to synthetic fields at Long Bridge Park and Barcroft Park respectively. We have ongoing partnerships that establish shared costs for field replacement and additional improvements being considered by each university.

POLICIES AND PROCEDURES
OPERATING MEMORANDUM NO. A.27

TO: All Department Personnel

SUBJECT: **COLLABORATION AND DONATION POLICY: <\$50,000**

EFFECTIVE DATE: **October 1, 2015**

1.0 INTRODUCTION

- 1.1 While the Department of Parks and Recreation’s (DPR) business activities are predominantly funded through the Arlington County General Fund, demand for parks and recreation facilities continues to outpace revenues.
- 1.2 DPR regularly receives inquiries from organizations, community groups, and individuals interested in making monetary or in-kind donations or establishing collaborative agreements of mutual benefit to support park and recreation programs and services.
- 1.3 Establishing a consistent policy concerning such collaborative agreements and donations could enhance Arlington County’s ability to provide valuable parks and recreation programs and services.
- 1.4 The collaborative agreement is intended to be in the form of a written agreement with a Partner that has compatible values, goals, and which results in mutual benefits. The agreement may be formed around a single activity or event or it may be long-term and multi-faceted.
- 1.5 A Partner is an individual, private business, non-profit organization, or group that, through written agreement, provides a benefit to Arlington County DPR or Arlington County residents and in exchange gets some benefit from Arlington County. These may include the following as described below:
 - 1.5.1 Individuals who provide goods or money;
 - 1.5.2 Private businesses or corporations who provide services, money or goods.
 - 1.5.3 Social service, community partners who provide services, money or goods.
 - 1.5.4 Non-profit and affiliate partnerships similar to social service or community partners.
 - 1.5.5 Volunteer/neighborhood partnerships – park sponsored volunteer opportunities and “Friends of” groups who provide services, money or goods.

- 1.6 The collaborative agreement or donation should have a clear public benefit. This is an activity or service that accomplishes a public purpose promoting the needs, interests, social, economic and cultural well-being, and health and safety of a community; consistent with Arlington County’s vision and mission.

2.0 PURPOSE

- 2.1 To guide the administrative review and approval of collaborative agreements and donations valued under \$50,000.
- 2.2 Enables DPR to use private and non-profit resources to expand and improve its programs and services.

3.0 POLICY AND CRITERIA

- 3.1 It is the policy of Arlington County Department of Parks and Recreation that Collaborative Agreements between and Donations from a private or non-profit organization, community group, or individual to the County will comply with guidelines and procedures as set forth herein.
- 3.2 This policy applies to contributions not to exceed \$50,000 or equivalent value and specifically does not apply to special event sponsorships, volunteer activities, existing “Adopt-a” programs, naming and renaming County facilities and parks, and the placement of memorial plaques.
- 3.3 In general, making a contribution or donation does not entitle the partner to any special privileges or rights of use to the facility, program or service. Any such request shall be subject to the same criteria as a request by any member of the public (e.g. shelter reservation permit).
- 3.4 The Director of DPR, or a designee, shall be authorized to approve or reject collaborative agreements and donations subject to DMF approval, consistent with this Policy. In doing so, the Director shall coordinate as necessary with relevant County agencies, commissions or advisory committees.
- 3.5 Decisions to terminate an agreement shall be made by the DPR Director.
- 3.6 All collaborative agreements shall be in writing, and the County shall reserve the right to terminate any agreement should conditions arise during the life of that agreement that result in the agreement conflicting with this policy or no longer being in the best interests of Arlington County.
 - 3.6.1 The following are required criteria for all collaborative agreements and donations:
 - a. Proposal is valued under \$50,000.

- b. Proposed project or activity falls within DPR's administrative authority and does not require further Board review or approval.
- c. Proposal is consistent with the County's mission and vision and DPR's standards and policies and will not result in any loss of Arlington County authority.
- d. Proposal must include some level of clear and measurable public benefit that adds value to the park experience and/or opportunities to recreate.
- e. Proposal must not adversely impact and/or restrict public access to facilities or programs.
- f. Proposal must not present a conflict of interest for the County.

3.2.2 The following additional criteria should be considered in evaluating collaborative agreement and donation proposals:

- a. Whether the proposal would limit DPR's ability to enter into other collaborative agreements or to accept other donations;
- b. Whether the proposal enhances or detracts from the design standards and visual integrity of the facility or park;
- c. Whether the collaborative benefits would be commensurate with the value of the contribution;
- d. Whether the proposal would negatively impact use of facility or routine facility operations;
- e. Whether the proposal would give the appearance or impression that a product or business is endorsed or recommended by the County or its officers, agents, or employees;
- f. The timeliness of the proposal or readiness of the prospective partner to enter an agreement or make a donation;
- g. The readiness of the County to enter an agreement or accept a donation;
- h. Whether the proposal would offer improvements to quality of DPR's facilities, products and services;
- i. Whether there is community support for the proposal as evaluated through a community engagement process;

- j. The potential partner's or donor's financial and organizational ability to deliver, record of responsible environmental stewardship and past involvement in community and County projects;
- k. The fiscal impact on the County, such as any additional costs to that would be required for the County to realize the full benefits of the agreement or donation.

4.0 PROCEDURE

- 4.1 All collaboration and donation inquiries should be submitted in writing to the DPR Director.
- 4.2 The DPR Director, or designee, will assign a department subject matter expert (SME).
- 4.3 The SME shall coordinate internal review of the request.
- 4.4 The SME shall submit a justification of his/her recommendation to the Deputy Director with a copy to the Division Chief or Unit head.
- 4.5 Deputy DPR Director shall notify DPR Director of staff recommendation.
- 4.6 DPR Director shall notify the Deputy County Manager upon DPR's internal approval of an agreement or donation and before finalizing the agreement or accepting the donation.
- 4.7 DPR Director shall at the same time consult with relevant internal stakeholders, such as the CAO and DMF, on the proposed agreement or donation.
- 4.8 DPR Director shall inform DMF when the Deputy County Manager and relevant stakeholders have approved the agreement.

5.0 MARKETING AND RECOGNITION

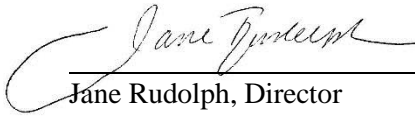
- 5.1 Recognition may only be by letter; press announcement or publications; ribbon cutting; project or activity related mementos; standardized small, text-only signage; and/or standardized small, text-only attribution on social media.
- 5.2 County use of third-party logos or web links is prohibited.
- 5.3 Temporary or permanent recognition shall be subordinate in all cases to the character of the surroundings. Temporary or permanent recognition shall be subordinated to names that describe the facilities' purpose or common usage, or make use of historic names. Recognition shall not detract from the park values or

the park's interpretive messages, nor shall it interfere with routine park operations or visitor use.

6.0 FOLLOW-UP AND REVIEW

6.1 This Operating Memorandum shall be reviewed shall be reviewed necessary and at least every three years by the Deputy Director.

AUTHORIZED:



Jane Rudolph, Director

Authority Reference:
Approved by
DPR Business Practices Team
September 2, 2015

7.0 ATTACHMENTS

Attachment A: Sample Donor Acknowledgement Letter
Attachment B: Sample Collaborative Agreement

Attachment A – Sample Donor Acknowledgement Letter

_____, 20__

Reference: Donation of \$_____ for _____

Dear _____,

On behalf of the citizens and government of Arlington County, Virginia, I would like to thank you for your generosity in donating a total of \$_____ on [*insert date that the donation was received*] for _____. Your donation will be put to productive use in the Arlington community.

This correspondence constitutes Arlington County’s notice of receipt of your donation and will be the only written receipt that you receive. You should retain this letter for your records.

Arlington County is a political subdivision of the Commonwealth of Virginia, and thus is an organization qualified to receive tax-deductible contributions. Your donation, for which you did not receive anything in return, will be put entirely toward public purposes. Arlington County’s tax identification is 54-6001123. You should consult with a qualified tax advisor or attorney regarding the tax consequences of your donation, which may be tax deductible.

Again, thank you for your generosity.

Sincerely,

Attachment B - Sample Collaborative Agreement

COLLABORATIVE AGREEMENT (\$0 - \$50,000)

This Collaborative Agreement (“Agreement”) between Arlington County, Virginia, acting through the Department of Parks and Recreation (“DPR”), and (“XXX”) (“Partner”) is for the purpose of *[Insert purpose and proposed statement of activity/s]*. *[Insert brief statement about Partner business or organization activities]*.

IT IS AGREED as follows:

1. TERM

- 1.1. The term of the Agreement shall be for a period of XXX from XXX to XXX, unless (1) the parties otherwise mutually agree to terminate the agreement; or (2) the County terminates the Agreement in accordance with the Termination provisions set forth herein.

2. FINANCIAL TERMS

- 2.1. In consideration of the grant of rights under this Agreement, the Partner shall pay and/or provide to DPR, for the term of the Agreement, the financial contribution and/or product(s) as defined below:
 - *[If money is payable, insert details of amount, installment schedule, etc.]*
- 2.2. DPR shall use the financial contribution and/or product solely for *[insert the activity]* in a manner consistent with *[insert the reasons]*.
- 2.3. Should the financial contribution and/or product not fully be used on the activity, the unused portion shall remain the property of Arlington County Government.

3. MARKETING AND RECOGNITION

- 3.1. All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Partner in respect to this agreement shall first be approved by DPR.
- 3.2. All advertising and promotional material produced, published, broadcast, displayed or exhibited by DPR shall first be approved by the Partner.
- 3.3. DPR shall, whenever the partner activity is publicized, acknowledge the Partner in accordance with *[insert forms of recognition]*.

- 3.4. On the expiration or termination of this Agreement, both parties shall immediately cease to use or otherwise refer to the opposite party's name and/or logo except to the extent otherwise authorized by law or agreement.

4. DISPUTE RESOLUTION

- 4.1. The parties 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 Agreement, or regarding any aspect of the XXX 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.

5. TERMINATION OF AGREEMENT

- 5.1. XXX's failure to comply with the terms of this Agreement or with any federal, state or local law or regulation, as determined by the County, shall be cause for termination of the Agreement. Termination shall be effective thirty (30) days after the County gives written notice of the non-compliance to XXX, unless XXX cures the non-compliance within the 30-day period or unless the County determines otherwise.

This Agreement may also be terminated by the County in whole or in part whenever the County determines that such termination is in the County's best interest, including as a result of dissatisfaction. XXX will be responsible for remitting any unpaid amounts that are owed to the County at the time of termination.

6. NOTICES

- 6.1. Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the following address:

Jane Rudolph, Director
Department of Parks and Recreation
2100 Clarendon Boulevard, Suite 414
Arlington, Virginia 22201
[Insert Partner's Contact Information and Address]

7. AMENDMENTS TO THE AGREEMENT

- 7.1. Any amendments to the Agreement shall be valid only if the amendment is in writing and signed by both parties.

8. ASSIGNMENT

8.1. Neither party shall transfer or assign this Agreement or any of its rights or obligations without prior written consent of the other party, which shall not be unreasonably withheld.

EXECUTED by the parties on the date first written above this Agreement.

ARLINGTON COUNTY GOVERNMENT

PARTNER

Jane Rudolph
Director
Department of Parks and Recreation
Arlington County Government

Name
Title
Agency Name