LETTER OF AGREEMENT

BETWEEN

MONTGOMERY COUNTY RECREATION

AND

Insert Partner Name

 This LETTER OF AGREEMENT (“LOA”) is entered into between Montgomery County, Maryland (the “County”), a body corporate and politic whose Department of Recreation (“MCR”) is located at 2425 Reedie Drive, 10th Floor, Wheaton, Maryland 20902, and the INSERT PARTNER NAME (“Partner”) having a principal place of business at INSERT PARTNER ADDRESS The County and CINSERT PARTNER NAME are hereinafter collectively referred to as the “Parties.”

 **WHEREAS** it is in the interest of both Parties, the County and PARTNER NAME, to jointly provide INSERT PARAGRAPH WITH DETAILS OF THE PARTNERSHIP ANDWHAT SERVICES WILL BE PROVIDED Montgomery County, Maryland.

 **WHEREAS** the Parties are created and operate under separate authorities and funding.

 **WHEREAS** it is desirable to coordinate the work of the Parties to better serve INSERT DETAILS ON WHO WILL BENEFIT FROM THE PARTNERSHIP, in Montgomery County, Maryland; and

**WHEREAS** this LOA is intended to be a working document which may be amended mutually in writing by the Parties as outlined below.

 **NOW, THEREFORE,** in consideration of the above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to adopt the goals and implement this LOA as specified below to establish a program of activities for CASSA.

1. **Program Name**

INSERT PROGRAM NAME

1. **Program Goal**

INSERT STATEMENT TODETAIL THE GOAL OF THE PARTNERSHIP/PROGRAM

1. **MCR Responsibilities**
2. Ensure that all partnerships have a written agreement.
3. Offer free use of space to partners who agree to provide in-kind contributions that help MCR achieve its goals and where it is also beneficial to the public to do so.
4. Negotiate facility space based on capacity and operational need of both parties.
5. Schedule space usage in accordance with standard procedures, usage rates, and availability.
6. Continue coordination with MCR’s Division of Facility Management to provide basic facility maintenance and repair.
7. Ensure the Partner maintains a current MCR Facility Use Agreement for programs and/or events outside of the scope of this agreement.
8. Review all Partner publications to ensure compliance with the MCR Style Guide and County policy.
9. Provide timely response to the Partner’s requested program schedule, changes, or updates.
10. Notify the Partner within 5 days regarding any concerns that may affect the scheduling and/or implementation of the agreed upon schedule, except in the event of unforeseen circumstances such as weather-related closings, emergencies, or facility closures due to maintenance issues.
11. Meet quarterly with the Partner’s key leadership team and HHS contract monitor to review joint performance, ensure ongoing communication, alignment, accountability, and continuous improvement.
12. MCR staff are prohibited from handling Partner funds UNLESS through a contract for service, or MCR program registration system.
13. REPLACE ABOVE PLACEHOLDER EXAMPLES AND INSERT ADDITIONAL RESPONSIBILITIES OF YOUR AGENCY
14. **Partner Responsibilities**
15. The Partner acknowledges and adheres to the MCR Partner Roles and Expectations. ***See Attachment A.***
16. The Partner will provide meals in accordance with HHS contract and corresponding health and safety regulations.
17. The Partner will have access to approved MCR facilities (up to four hours per meeting day) for an inclusive, culturally relevant congregate meal combined with a physical activity. See ***ATTACHMENT C***
18. Any use of Recreation facilities must be approved in advance by both parties. The Partner will submit to us, a schedule requesting facility locations, dates, times, space, and any needed accommodations (subject to resource availability) within the specified timeframe.
19. The partner will have its participants register at no costs to ensure safety and to assist with the collection of building use data.
20. Partner programs or activities will be built in to ensure public awareness, access, and inclusivity.
21. Partner use of a facility must be balanced with in-kind contributions. Contributions may include but are not limited to:
	1. Teaching classes
	2. Giving performances
	3. Providing entertainment
22. The Partner will meet with MCR Seniors Program Supervisor and/or the Facility Director to review the approved schedule, and discuss any potential booking conflicts (i.e. Elections, summer camp).
23. The Partner will schedule any additional program or event requests, *outside of the scope of this agreement*, following the MCR Facility Usage guidelines, or as a qualified volunteer instructor.
24. REPLACE ABOVE PLACEHOLDER EXAMPLES AND INSERT ADDITIONAL RESPONSIBILITIES OF YOUR AGENCY
25. **Non-Discrimination**

It is the responsibility of the Parties to promote a safe, inclusive, and equitable environment for all participants, staff, and partners. The County has zero tolerance for any form of discrimination, harassment, or bias based on race, ethnicity, gender, age, disability, sexual orientation, or other protected characteristics. It is desirable for the Partners to identify and address systemic barriers that may prevent marginalized groups from fully accessing and participating in publicly run programs and services. All staff, volunteers, and partners are expected to uphold these values and contribute to an environment free from harassment and discrimination.

1. **Indemnification**
2. The Partner is responsible for any loss, personal injury, death, and any other damage (including incidental and consequential) that may be done or suffered by reason of the Partner’s negligence or failure to perform any obligations under this agreement. The Partner must indemnify and save the County harmless for any loss, cost, damage, and other expenses, including attorney’s fees and litigation expenses, suffered, or incurred due to the Partner’s negligence or failure to perform any of the obligations outlined in this Agreement. If requested by the County, the Partner must defend the County in any action or suit brought against the County arising out of the Partner’s negligence, errors, acts, or omissions under this Agreement. The negligence of any agent subcontractor or employee of the Partner is deemed to be the negligence of the Partner. For the purpose s of this paragraph, County includes it boards, agencies, agents, officials, and employees.
3. If the Partner will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then the Partner must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to the Partner’s alleged infringing or otherwise improper or unauthorized use. Accordingly, the Partner must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits, or actions and attorneys’ fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use , or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by the Partner of any of its activities or obligations.
4. The Partner must, prior to the execution of this LOA by the County, obtain the insurance set forth in ***Attachment B***, Mandatory Insurance Requirements, which is incorporated herein by reference and made part of this LOA.
5. **Modifications**

Changes or modifications to the LOA may only be made by a written amendment to the LOA, and only as agreed to by the Parties.

1. **Term**

This LOA becomes effective once all designated representatives of both the Partner and the County have signed it. The period covered by this LOA begins on the LOA’s effective date and ends after a one-year period. This LOA may be renewed by mutual agreement of the Parties **for subsequent one-year terms**, contingent upon the availability, appropriation, and encumbrance of funds, program performance as jointly determined by the Parties and the satisfaction of the Program**.** Either party may terminate this LOA at any time, with or without cause, upon providing the other party with 30 days' prior written notice. Upon such termination, the parties shall settle all outstanding obligations and the LOA shall be of no further force or effect.

**SIGNATURES**

PARTNER NAME MONTGOMERY COUNTY RECREATION

PARTNER STREET ADDRESS 2425 Reedie Drive, 10th Floor

PARTNER CITY STATE, ZIP Wheaton, MD 20902

By: By: \_\_\_\_\_\_\_\_\_\_\_\_. PARTNER REPRESENTATIVE/TITLE AGENCY PRERESENTATIVE/TITLE

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT A SAMPLE

**Montgomery County Recreation**

**Partnership General Roles and Expectations**

1. **Application**
	1. All partnerships require a written agreement.
	2. Agreement types and classification will be determined once application is received.
	3. The Partner must obtain approval of the MCR Director or Designee before conducting its programs at the facility.
2. **Programs/Services/Events**
	1. Partner programs must comply with Recreation’s mission and must not compete with current facility programming.
	2. All Partners must comply with the Department Background Check Policy.
	3. The Partner must secure and maintain any required liability insurance coverage for its programs as shown in Attachment A.
	4. The Partner must adhere to the MCR Style Guide and include approved Department logo on marketing and promotional material.
3. **Finances**
4. The Partner must manage its own funds, including collecting, accounting, storing, depositing, dispersing, reporting, and any other financial processes.
5. Meal donation is the only money that can be collected inside or on the grounds of the event venue.
6. Recreation staff are prohibited from handling Partner funds UNLESS through a contract for service, OR MCR program registration system.
7. **Personnel**
8. The Partner must provide salaries, taxes, costs, administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination, and placement of any Board members, employees, consultants, workers, volunteers, and contractors of the Partner.
9. County staff may not be employed the Partner.
10. **Facilities**
	1. Facility space is negotiated based on capacity and operational need of both parties.
	2. The Partner must complete and comply with an annual Facility Use Agreement with MCR. Dedicated facility space requires an additional license.
	3. The Partner will notify the facility of any schedule changes or modifications to the permitted usage.
11. **Data Sharing and Reports**
12. The Partner will support data sharing with MCR and submit regular reports to include but not limited to participation numbers, demographics, expense and revenue reports, and participant survey results.
13. The Partner will provide MCR with annual opening and closing financial statements.
14. **Legal**
15. The Partner must maintain its 501(c)3 status and remain in good standing with the Maryland Department of Assessments and Taxation (if applicable).
16. The Partner must provide MCR a current copy of its Articles of Incorporation, By laws, and the names and contact information of all current members of its Board of Directors.
17. The Partner must obtain the necessary licenses and permits, and comply with all applicable federal, State, and local laws, codes, and regulations, and must maintain compliance with all other related MCR and/or County contracts, agreements, and policies.
18. **Communication**
19. The Partner must acknowledge MCR as a premier partner, providing advocacy.
20. The Partner must get approval from the Department before arranging program/facility visits from stakeholders and/or elected officials.

ATTACHMENT B SAMPLE

**Mandatory Insurance Requirements**

Prior to the execution of this LOA by the County, the Partner must obtain, at their own cost and expense, the following minimum (not maximum) insurance coverage with an insurance company/companies licensed to the conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this LOA, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by MCR, the Partner shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by MCR or as a limitation of any potential liability on the part of the Partner to MCR nor shall failure to provide the insurance coverage specified. The Partner’s insurance shall be primary to any insurance maintained by MCR. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by MCR against the Partner, including but not limited to “cross liability” or “insured vs insured” exclusion provisions.

1. Commercial General Liability or Professional Liability – A minimum limit of liability of ***one million dollars ($1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:
	1. Contractual Liability
	2. Premises and Operations
	3. Independent Contractors
	4. Products and Completed Operations
2. Workers’ Compensation/Employer’s Liability (waived if no employees) – Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers’ Liability limits:
	1. Bodily Injury by Accident - ***$100,000 each accident***
	2. Bodily Injury by Disease - ***$500,000 policy limits***
	3. Bodily Injury by Disease - ***$100,000 each employee***
3. Additional Insured – Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents, and employees must be named as an additional insured on THE PARTNER’s Commercial General Liability or Professional Liability policy.
4. Policy Cancellation – Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.
5. Certificate Holder – Montgomery County Government, 2425 Reedie Drive, 10th Floor, Wheaton, Maryland 20902.

REPLACE PLACEHOLDER TAXT IN APPENDICES SHOWN AND ADD ADDITONAL AS REQUIRED