



8/30/23

WORKING DRAFT ONLY.

MCC Finance
Committee



McLean
Community
Center
The Center of It All

MEMORANDUM OF UNDERSTANDING (Draft dated 8/24/2023)

McLean Community Center Sponsorship of McLean Project for the Arts MPAartfest 2023

I. Introduction

The Fairfax County Board of Supervisors (“Board”) created a special tax district, Dranesville Small District 1 (“MCC Tax District”), in 1970 to support the construction and operation of the McLean Community Center (“MCC”). The Board established the Governing Board of the McLean Community Center (“MCC Governing Board”) to set policy and to provide supervision of the MCC. The Board has designated MCC as a special district agency of the Fairfax County Government. The MCC is funded primarily by a real estate tax surcharge on properties within the MCC Tax District. The MCC’s mission, as approved by the MCC Governing Board, is as follows:

To provide a sense of community by undertaking programs; assisting community organizations; and furnishing facilities for civic, cultural, educational, recreational, and social activities apportioned fairly to all residents of Small District 1A, Dranesville.

McLean Project for the Arts (referred to herein as the “MPA”) is a nonprofit corporation organized pursuant to §501(c)(3) of the Internal Revenue Code. Founded in 1962 as the Emerson Gallery, the MPA:

...exhibits the work of emerging and established artists from throughout the Mid-Atlantic region, promotes public awareness and understanding of the concepts of contemporary art, and offers instruction and education in the visual arts.

The MCC and the MPA share an interest in providing art education and cultural activities to the MCC Tax District, as well as to residents of Fairfax County, and the larger metropolitan area. Through a Management Agreement between the MCC Governing Board and the MPA (dated February 24, 1999), the MCC provides gallery space for MPA exhibitions and the MPA provides visual arts education on behalf of the MCC. The shared purpose of promoting a sense of community while advancing cultural awareness, as exemplified by MPA, underlies the sponsorship arrangement detailed in this MOU.

II. MPAartfest Sponsorship Benefits

The MCC will receive numerous recognition benefits that promote awareness of MCC in the community in exchange for its serving as lead community sponsor, commensurate with the various levels of sponsor opportunities MPA offers annually in its MPAartfest Sponsor table. A sample Sponsor table is attached. For MCC’s sponsorship, the MCC will be:

8/30/23

WORKING DRAFT ONLY.

MCC Finance
Committee

- A. Named “lead community sponsor” in all printed and online materials.
- B. Noted as the lead community sponsor in MPAartfest sponsorship materials.
- C. Named on the MPAartfest section of the MPA’s website with the MCC’s name and logo, a hyperlink to the MCC’s website, and the designation as the lead community sponsor.
- D. Listed on MPAartfest sponsorship signage online and in hard copy in the year of the sponsorship.
- E. Mentioned in all MPA social media outreach in which MPAartfest sponsors are noted. The MPA will coordinate with MCC’s Public Information Officer whenever the MPA mentions MCC in MPA’s communications. Likewise, the MCC Social Media Editor will coordinate with the MPA whenever the MCC mentions MPAartfest in MCC’s social media communications and included MPAartfest in McLean events.
- F. Formally recognized during the MPAartfest recognition event that will be photographed for future website viewing.
- G. Provided with a sponsor tent for the MCC at the event at a premier location next to the MPA information tent, and including banner signage recognizing the MCC as lead community sponsor.
- H. Named as the lead community sponsor on all main event sponsorship listings in the park.
- I. Recognized as the lead community sponsor in all community publication advertising.

III. MPAartfest Sponsorship Support Provided by the MCC

Per the approved FY24 MCC budget, MCC will contribute \$25,000 in cash and in-kind support. In-kind facility, staff and other support will constitute 10% of the total sponsorship. Direct payment from MCC to MPA of \$22,500 will be paid by September 30, 2023.

IV. Required Statements

- A. As a sponsor of MPAartfest, and not a producer of the event, the MCC accepts no legal responsibility or liability for any claims growing out of MPAartfest or any related activities. The MCC’s responsibility is limited to providing in-kind and cash sponsorship of MPAartfest under the terms of the attached MCC Sponsorship document.
- B. Damage by the MPA, its staff or MPAartfest attendees to any real or personal property made available to the MPA by the MCC shall be the responsibility of the MPA. Any other injury or damage to person or property shall be the responsibility of the MPA. The MPA shall indemnify and hold harmless the MCC, Fairfax County and each of

V. Final Report

At the conclusion of MPAartfest, staff of the MPA and the MCC shall prepare a joint accounting of benefits accrued to MCC from this sponsorship.

Report shall be finalized within 90 days of the MPAartfest event.

VI. Effective Date

This MOU is effective as of the date of the last signature below.

VII. SIGNATURES

By signing below, the authorized representatives of the MPA and the MCC hereby bind the MPA and the MCC, respectively, to the terms of this MOU.

McLean Project for the Arts

McLean Community Center

On behalf of the MPA by:

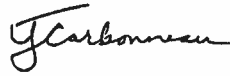
On behalf of the MCC by:

Lori Carbonneau
Name (Printed)

Betsy May-Salazar
Name (Printed)

Executive Director
Title (Printed)

Executive Director
Title (Printed)


Signature

Signature

Date Signed: August 24, 2023

Date Signed: _____

8/30/23

WORKING DRAFT ONLY.

MCC Finance
Committee

8/30/23

WORKING DRAFT ONLY.

MCC Finance
Committee

their respective officers, agents, employees and volunteers from any and all claims, including cost of the investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals, arising out of any claims or suits based on any act or omission of the MPA, its agents, employees, volunteers, business invitees, customers, guests or any third party made in connection to the MPAartfest or any related activities.

- C. The MPA shall provide the MCC with a copy of its liability insurance (and separate rider if needed) covering MPAartfest, which shall include the MCC as an entity protected by the liability insurance (and rider if needed under MPA's policy).
- D. Any future sponsorships of MPAartfest must be approved by the MCC Governing Board each year. However, nothing in this MOU is a guarantee of future sponsorships of MPAartfest by the MCC, or sponsorships at any specific level.
- E. If any clause or provision of this MOU is illegal, invalid or unenforceable under present or future laws in effect during the term of this MOU, it is the intention of the parties that the remainder of this MOU shall not be affected thereby.
- F. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

If to MPA:

Lori Carbonneau, Executive Director
McLean Project for the Arts
1234 Ingleside Avenue
McLean, VA 22101

If to MCC:

Betsy May-Salazar, Executive Director
McLean Community Center
1234 Ingleside Avenue
McLean, VA 22101

- G. All of MCC's financial obligations under this MOU are subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. It is agreed by both MCC and MPA that this clause shall superseded any and all financial obligations imposed by any other provision of this MOU or the Addenda thereof. No subsequent Amendment or Addendum of this MOU shall compromise the full legal implication of this section between the parties hereto or their respective successors or assigns.
- H. This MOU contains the entire agreement between the MCC and the MPA. Oral statements, representations, and prior agreements not contained or referenced in this MOU, shall have not force or effect. This MOU may be modified only in a writing executed by both parties.