

MEMORANDUM OF UNDERSTANDING

RECREATION COUNCIL

This Memorandum of Understanding (hereinafter, this "MOU" or this "Agreement") is entered into this 18 day of December, 2024 (the "Effective Date"), by and among BALTIMORE COUNTY, MARYLAND (the "County"), and Carroll Manor (the "RC").

WHEREAS, the County is the owner of recreation facilities that are located in the Phoenix, MD service area of Baltimore County, Maryland and situated in the 3rd Council District of Baltimore County (the "Service Area"); and

WHEREAS, the RC has requested the right and privilege to enter upon and use all or a portion of the Service Area, hereinafter defined in their By-Laws, attached hereto and expressly incorporated herein (the "Premises"), for the purpose of operating as a recognized Recreation Council in accordance with applicable law; and

WHEREAS, the County is willing to grant such use, revocable at will and subject to the terms and conditions as hereinafter set forth.

WHEREAS, if a Recreation Council is unwilling or unable to meet these agreed upon responsibilities and requirements, then they will not be recognized as a supported Recreation Council and will not be afforded the benefits as provided as a recognized recreation council for Baltimore County.

NOW THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. PURPOSE

The Baltimore County Department of Recreation and Parks (hereinafter "BCRP" or "Department") recognizes that Recreation Councils (hereinafter "RCs") strive to function in support of the mission of the Department to provide programs and places that celebrate and build community through innovative, sustainable and inclusive recreation and nature-based opportunities, partnerships and facilities.

BCRP and the RC, recognize that it may be in the best interest of the community that BCRP work with RCs in coordinating the planning and provision of recreational facilities and programs when basic functions are compatible, and a public benefit may be derived. Through working relationships, each party can contribute to greater public service without relinquishing their separate, unique identities or responsibilities. To this end, BCRP may seek to establish a working relationship and cooperative agreement with each of the RCs throughout the County. This MOU is intended to define the working relationship, mutual expectations, and individual responsibilities of each Party.

ARTICLE II. RESPONSIBILITIES OF THE RECREATION COUNCIL

The RC must comply with the following terms and expectations:

- A. The RC must maintain 501(c)(3) status and, if the RC is an entity registered with the State Department of Assessments and Taxation, remain in good standing with the State of Maryland.
- B. The RC is not permitted to use a county government address for its principal office or mailing address with the State Department of Assessments and Taxation, or for any state or federal tax filings. The RC must identify a non-county government address and telephone number for these purposes. The County encourages a separate P.O. box for RC business. The RC may utilize a county site address for event and/or program deliveries relevant to the RC via a locked drop box at the Recreation Office/Site. The approved locked drop box will help to facilitate the RC's and the public's ability to leave items for the RC. The County will not be responsible for any items left in the box and County staff will not have access to the box. Subject to Department policy, which may be amended from time to time at the Department's discretion, donations may be collected via the drop box located at the Recreation Office/Site, provided the box contains a clear and conspicuous sign stating that any donated funds will solely benefit the RC and that this is not a solicitation by Baltimore County government.
- C. The RC must provide for its own leadership, organizational and operational structure. This includes but is not limited to the hiring, staffing, training, managing, evaluating and fiscal oversight of instructors, employees, and administrative staff of the RC.
- D. Revenues and donations ("Funds") collected by the RC shall be spent to carry out the mission, purpose and objectives of the RC, as set forth in the RC's Bylaws. County staff

may not facilitate the solicitation and collection of requested donations on behalf of the RC except as indicated in approved programs or events due to ethics code 7-1-305.1(e) which outlines donations and solicitations, and except as outlined in Article II B above.

- E. The RC may not make improvements to County parks and recreation facilities without following the Community Park and Facilities Project Policy. The RC shall comply with all County processes, including permitting, construction, inspection, and building code requirements. Any proposed improvements approved by the County must be in accordance with the Recreation and Parks System Master Plan and any applicable individual park master plan. RC's volunteers may assist with maintenance of County parks and facilities, if approved in advance in writing by the County. See Addendum for pre-approved improvements/activities.
- F. Procurement processes followed by the RC should be fair, equitable and transparent.
- G. The RC shall comply with all BCRP's operational procedures departmental policies and all permitting processes, which are available on the County's website and may be amended as needed.
- H. The RC shall comply with the BCRP Code of Conduct Policy, which is available on the County's website and may be amended as needed.
- I. The RC shall adhere to its Bylaws at all times and shall submit its Bylaws to the Baltimore County Board of Recreation and Parks (the "Board") for review by the Board as reasonably requested by the Board.
- J. The RC shall be subject to financial review by the Board at least annually and as may reasonably requested by the Board from time to time.

ARTICLE III. RESPONSIBILITIES OF THE COUNTY

- A. BCRP will provide maintenance of County owned parks, facilities and amenities; provided, however, that RC volunteers may provide certain maintenance, as approved in advance in writing by the BCRP.
- B. At its discretion, BCRP may provide appropriate essential, structural equipment for use of space for activities.
- C. As available, BCRP will provide appropriate storage space for equipment or documents where possible in line with department policy.
- D. BCRP will maintain that RC's have the appropriate priority of access to facilities in line with department permitting policies.

- E. BCRP will submit permit requests to Baltimore County Public School sites on behalf of the RC's Programs and act as liaison to BCPS regarding operations that may impact programming.
- F. BCRP will staff facilities as deemed appropriate for operations at Department's discretion.
- G. BCRP will make efforts to accept delivers of recreation council supplies provided advance notice has been given to staff of the delivery and staff can accommodate the delivery reasonably. BCRP shall not be held responsible for the condition or accuracy of any deliveries received by BCRP Staff.
- H. BCRP Leadership will utilize good faith efforts to schedule with the RC an annual meeting; and may schedule such other meetings as the County, in its sole discretion, finds advisable. Local Staff will maintain appropriate meeting levels with the RC.

ARTICLE IV. REQUIRED PROCEDURES

A. Programming:

- a) Recreation Councils must follow established Departmental permitting processes for their events and programs. For any partnered event, a separate agreement specific to the event may be required.
- b) The RC maintains responsibility for registration, evaluation, funding for their own programs and for the collection of the fees associated with their registration. The fees associated with these programs are the sole property of the RC.
- c) Subject to the Department's overall responsibility for the organization, administration and supervision of programs of recreation BCRP staff will ensure the space is open, secure, clean and safe for the permitted RC program or activity.
- d) If a program or event is jointly created, marketed, staffed, budgeted, implemented and evaluated under direction from both BCRP staff and the RC staff and/or volunteers, revenue and cost may, in the Department's discretion, be shared, as may be responsibilities in creation, implementation and evaluation.
- e) Additional permissions may be required such as lease of space for large events.
- f) Additional permissions may be required such as Lease of Space for the

following programs or events:

1. Dog Parks
2. Community Gardens

B. Use of Logos or Department Likeness

- a. Any use of the Baltimore County seal or the BCRP logo must be per Departmental policy and have prior written consent of the Director or designee.
- b. The RC must represent itself as an independent organization, and not County staff or a County entity.
- c. Any RC-operated website or social media platform **must contain the word "Council" in the site and page name and title**, and must contain a disclaimer stating that it is not an official Baltimore County site.

ARTICLE V. INSURANCE AND INDEMNIFICATION

The County will indemnify and defend all RC volunteers, operating within the scope of their duties, in lawsuits filed against the volunteer that, if filed against a County employee, would be governed by the Local Government Tort Claims Act. That said, however, under the current policy, the County would **not** represent a Recreation or Nature Council as an entity.

The Department will not be requiring additional insurance from the RC.

Definition of Volunteer:

"Volunteer" means a director, officer, coach, program or activity chairperson, or other person who provides services or performs duties on behalf of a Recreation Council or Nature Council recognized by the Department.

This does **not** include employees or individuals who receive financial compensation from the RC.

Additional Limitations:

- **No coverage for Council owned Equipment**
Example: Council owned equipment is stored in a facility that catches fire. County would not replace this equipment.
- **No coverage for Council assets (fund balances, investments, etc.)**
Example: Council Treasurer embezzles funds from Council bank account. County would not cover this theft.
- **No coverage for volunteers operating outside of the scope of their duties or who engaged in the commission of a crime.**
Example: Games are canceled due to weather and coach proceeds to practice and a participant is injured. County would not cover.

- The County will not defend volunteers in civil actions involving taxes, contracts, civil rights or claims of gross negligence.
Example: Council employee files discrimination lawsuit against program. County would not cover.

Second example: Volunteer working on a trail cleanup project operates equipment they are not certified for and causes an injury. County would not cover.

Also, it should be noted that certain requirements of the RC will need to be understood or in place for volunteers to receive indemnification:

- No subletting of permits to other organizations.
- No contracts with 3rd party vendors for use of facilities without appropriate Department contracts/agreements.
- Background check requirement for all volunteers in line with County Code Section 30-3-102.
- Concussion risk awareness requirement for all volunteers associated with youth programs in line with State Law 14-501.
- Mandatory emergency plans for each Council (template to be provided by the County)
- Councils must have internal policies for suspected/alleged child abuse reporting (wording to be provided by the County)

Finally, the Department makes the following recommendations of the RC:

- Strongly recommended that Councils seek additional Liability Insurance and Director and Officer's Insurance
- Recommend Council equipment/assets/property damage insurance
- Follow a National governing body for appropriate volunteer training

The County reserves the right to make appropriate additions to requirements necessary with appropriate notice.

ARTICLE VI. TERM; DEFAULT; TERMINATION

A. This Agreement shall be effective when executed by the parties and shall be reviewed biannually.

B. It shall constitute an Event of Default hereunder if the RC shall fail to duly perform, comply with, or observe any of the terms, conditions, or covenants contained in this Agreement and such failure shall continue for a period of sixty (60) days after notice thereof by the County to the RC.

C. Upon an Event of Default, the County may terminate this Agreement. Notwithstanding the foregoing notice and cure period, the County may terminate this Agreement immediately if the County determines in its reasonable discretion that a serious health or safety issue necessitates immediate termination hereof.

ARTICLE VII. COMPLIANCE WITH LAWS

- A. The RC, at its sole cost and expense, hereby agrees to comply with all present and future applicable Federal, State and local laws, rules and regulations with respect to its use of County property, and operation of its or the County's programs.
- B. The RC represents and warrants to the County that it has obtained the requisite licenses and approvals from ASCAP, BMI, SESAC and all other performing rights societies necessary for the public performance of musical works in connection with its use of the Premises. The RC understands and acknowledges that the unlicensed public performance of copyrighted music violates the rights of authors, publishers, songwriters and composers thereof. Upon request, the RC shall provide the County with satisfactory evidence that it has obtained all necessary licenses and approvals. The RC shall defend, indemnify and hold harmless the County from any claims, charges, costs or damages, including reasonable attorneys' fees, incurred as a result of RC's failure to obtain the requisite licenses and approvals.

ARTICLE VIII. NOTICES

It is agreed that all notices that are required to be given by either party hereunder may be either personally delivered, sent by recognized receipted courier, or by certified mail, return receipt requested, postage prepaid and addressed or delivered to:

County: Bob F. Smith, Director
 Baltimore County Department of Recreation & Parks
 305 Washington Avenue
 Towson, MD 21204
 Phone: 410.887.3810

RC: _____

or at such other person or address as the parties shall have furnished to the other in writing.

ARTICLE IX. MISCELLANEOUS

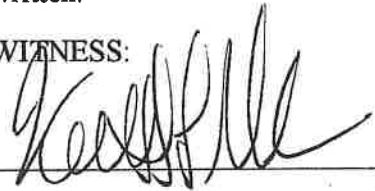
- A. This Agreement shall be effective upon execution by all parties. It may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, together, shall be deemed to constitute one and the same instrument. The transmission of a

signed counterpart of this Agreement by facsimile or by portable document format ("PDF") shall have the same force and effect as delivery of an original signed counterpart of this MOU, and shall constitute valid and effective delivery for all purposes.

- B. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of any party, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of third parties and no third parties shall have any right of action hereunder for any cause whatsoever.
- C. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Maryland and Baltimore County without regard to conflicts of laws. The parties' consent to the jurisdiction of and agree that venue shall be proper in the District or Circuit Court of Baltimore County, Maryland.
- D. The waiver by the County of the breach of any term, covenant or condition herein shall not be deemed a waiver of any subsequent breach of such term, covenant or condition herein contained.
- E. The RC agrees that it shall not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, or age with respect to its operations or the performance of its obligations under this Agreement.
- F. The RC represents and warrants that it is duly authorized to execute this Agreement and that it has taken all necessary action to authorize the execution, delivery and performance required under the Agreement. The RC agrees to furnish promptly upon request a corporate resolution, or other appropriate documentation, evidencing the due authorization of the person executing this Agreement on behalf of the RC to enter into this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

WITNESS:


Keith L. Martin
CMRC Secretary

 Recreation Council

By:

Name:


Jared Plcone

Title:

President, CMRC
Board of Directors

[Signatures Continued on Next Page]

WITNESS:

BALTIMORE COUNTY, MARYLAND

Lauren L. James

By:

D'Andrea Walker

D'Andrea Walker
County Administrative Officer

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:
(Subject to execution by the duly authorized administrative official)

[Signature]

Office of Law

* Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of the Substantive Nature of This
Transaction. Approval Is Based Upon Typeset Document
--All Modifications Require Re-Approval.

RECOMMENDED FOR APPROVAL:

Debra Shindle

Debra Shindle, Chief
Property Management

Bob F. Smith

Bob F. Smith, Director
Department of Recreation and Parks

RECREATION COUNCIL ADDENDUM

DEFINITIONS

“Recreation Council” means a 501c3 non-profit organization recognized by the Baltimore County Board of Recreation and Parks. Additionally, Recreation Councils will need to have a signed approved Memorandum of Understanding (MOU) with the Baltimore County Department of Recreation and Parks.

“Recognition” means the process established within the By-Laws of the Baltimore County Board of Recreation and Parks to approved Recreation Councils and the MOU process by the Department of Recreation and Parks.

“Recreation program” means a program recognized by a recreation council as operating:

- A. solely as a seasonal and/or full year program of a single recreation council;
- B. with all funds collected and disbursed by the program controlled and governed by the recreation council's adopted By-Laws, policies, or procedures;
- C. with all registrants having an opportunity to participate in the program regardless of skill level;
- D. with the program leadership actively involved in the affairs of the council, as defined by the By-Laws, policies, or procedures of the council.

“Recreation Programs” include, but are not limited to:

- A. Inhouse leagues operated by one single Council;
- B. Interscholastic middle school sports teams or programs;
- C. Inter-council sports teams or programs wherein any single council has an insufficient number of registrants to provide a viable intra-council program;
- D. Clinic instructional short-term programs (Learn to play style programs etc.)

“Recreation Council Travel/Club Program” means a program:

- A. that does not offer guaranteed participation regardless of skill level within the program;
- B. can operate as a seasonal and/or full year program of a single recreation council;
- C. with all funds collected and disbursed by the program controlled and governed by the recreation council's adopted By-Laws, policies, or procedures;
- D. with the program leadership actively involved in the affairs of the council, as defined by the By-Laws, policies, or procedures of the council.
- E. program costs are intended to be low, coaches/administrators are mostly volunteers and participation is intended to be mainly comprised of local/surrounding area participants.
- F. in the event above criteria are not met the Department reserves the right to charge appropriate fees for facility access in line with an Outside Club/Travel Program.

“Outside Club/Travel Program” means a program:

- A. that does not offer guaranteed participation regardless of skill level within the program;
- B. that itself or its parent/affiliate organization has a non-profit, not for profit, for profit or corporate status **separate from a recreation council**, or,
- C. that deposits any revenue in a financial institution or makes disbursements from said account which is not under the control of a recreation council or the federal TIN on the account is assigned to an entity different from the recreation council

Pre-Approved Maintenance Items:

Field/Diamond Preparation (with approval of site supervisor) to include items such as:

- Chalking
- Field painting
- Setting up bases
- Raking of diamonds
- General set up (down markers, corner flags, nets, benches etc.)
- General site clean-up
- Special Event set up (with approved event permit)

Special Events:

- Annual reoccurring Council Special events are able to seek permit approval one year in advance.
- New Special Events can be added with Regional Coordinator Approval.

Stage Requests:

- Each Council receives one free stage request annually. Must be submitted in writing to the Director for approval.