



Friends Group MOA Comments - Friends of Accotink Creek

July 19, 2017

The Friends of Accotink Creek endorse the following five common points from the July 15, 2017, informal friends group meeting:

- The proposed Policy and MOA fail to recognize that the Friends groups are independent entities that have their own goals, independent of the PA and each other;
- The MOA is overly complicated, opaque and legalistic;
- Its demands are overreaching and excessive;
- Transparency must be mutual.
- The requirement for insurance is onerous; additional options must be explored.

Additionally, the Friends of Accotink Creek offer our own comments on the draft MOA:

We are not a nuisance.

We are not a goose to be plucked.

We are not a liability to be inoculated against.

We are not "THE CORPORATION"!!!! We are your FRIENDS!!!! We are donating our time, our sweat, and our treasure to benefit parks.

What of entities such as the Analemma Society and Earth Sangha and Friends of Accotink Creek, whose mission extends beyond the parks? The draft agreement seems an unwarranted intrusion into the affairs of independent entities.

In particular, what will conversion to a Park Volunteer Team do to Friends of Nottoway's Easter egg hunt fundraiser? Will this kill the bunny that bears the golden egg?

Lines from the draft MOA that create issues:

(Hereinafter "the Corporation"),

We are not "THE CORPORATION"!!!! We are your FRIENDS!!!!

"for enhancing and advocating for the Park Authority's mission."

We have our own missions!

"provide the ability to inspect records, in whatever form maintained, including electronic media to the extent that those books or records related to fundraising activities conducted pursuant to this Agreement at mutually agreed upon times and locations."

This is, of course, entirely one-sided. Also ungrammatical

"the raising of funds and the acceptance of contributions by the Corporation in the name of the Park Authority to benefit the Park Authority"

Thus is summarized the evident heart of the agreement – Stand and deliver.

"Hold regular meetings, at a minimum quarterly"

This seems to be pointless busy work.

“Waive the advertised Business Activities License fees in the Park Authority Fee Schedule related to fundraising on park property as long as proceeds from the event goes back to the Park Authority”

How generous – we are not charged to raise money for the sole benefit of the Park Authority! Also ungrammatical

“Grant the Corporation the opportunity to solicit contributions in the name of and on behalf of the Park Authority for use in support of the programs and objectives of the Park Authority”

Ditto above

“recognizes the Corporation as the sole recognized Friends Group organized to support a specific park or mission specific activity”

Exclusive relationship seems out of place. May parks not have multiple friends?

“upon dissolution of the Corporation, all assets of the Corporation will be distributed to the Park Authority”

Astounding that the Park Authority claims all the assets of its dear departed friends!

“Provide updated copies of Corporation Articles of Incorporation, Bylaws, Federal nonprofit determination, Tax exemption determination, Solicitation determination and Insurance Certificate and notify the Park Authority within 30 days when related information changes.”

What is all this stuff? Do we need to retain a lawyer to keep track?

“Conduct any activities on park land only with the express permission of the Park Authority”

How utterly unwelcoming this sounds! Can we not be trusted in the parks?

“and in accordance with Park Authority management plans, operating policies, rules, regulations, service standards, and program guidelines that could reasonably be construed as affecting park site operations”

It is hard to understand this dense language, nor could we possibly be aware of the content of everything on this list.

“keep the Park Authority informed of off-park site Corporation sponsored events and fundraising activities.”

Way too possessive! Are they going to read our diary, too?

“Corporation events and activities held within the park site must be approved in advance through the assigned park liaison.”

Again, how utterly unwelcoming this sounds, as though we may not set foot in the park unsupervised. And apparently not even a park manager could give an OK. This is also redundant to the earlier clause on permission for activities.

“Coordinate all grant applications with the FCPF prior to submitting.”

Again, we have our own missions! This also adds a pointless layer of delay.

“Provide the Park Authority Annual Planning forms and Annual Report documents”

The need to know a year in advance what we might do and the detail of reporting seem onerous.

“Allow the Corporation’s records to be reviewed by the Park Authority upon request and/or audited by the Park Authority”

This is, of course, entirely one-sided, and seems both redundant to and even broader than the earlier clause regarding review of records.

“Corporation volunteer hours for activities that are Park Authority related into the County Volunteer Management System at minimum monthly.”

This may seem minimal from the Park Authority perspective, but it feels onerous to us to have unrewarded record-keeping requirements imposed. Odd that this lone clause seems to acknowledge the friends group may have any activities not supervised by the Park Authority

“Special Provision attachment,”

The concept of the attachment seems pointless and rigid.

“Each of the Parties agree that it shall not participate in activities that would portray the other party in a disparaging way.”

Our speech is muzzled? Again, this will predictably be one-sided. Also ungrammatical

“obtain appropriate insurance coverage (i.e. general liability and directors and officers)”

Confusing – does this mean we as individuals are covered? Why can't the Park Authority broaden the umbrella of its existing insurance to cover friends groups? Forcing insurance burdens on the friends groups means snipping away the limited shoestring budget many of them operate under

Sincerely yours,

Friends of Accotink Creek : : www.accotink.org : :

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