Letter of Agreement  
between the  
Arlington School Board, Arlington, VA,  
and the  
Friends of Arlington’s David M. Brown Planetarium, Inc.

In the fall of 2012, following a 14-month closure for extensive renovations and installation of new state-of-the-art sound, lights, and projection capabilities, Arlington’s David M. Brown Planetarium reopened to continue its 40+ years of service to Arlington Public Schools (APS) students and the community at large.

The facility is owned by the Arlington School Board and managed by APS, which has sole responsibility for providing a standards-based instructional program to students throughout the school year. The Friends of Arlington’s David M. Brown Planetarium, Inc. (the Friends), a section 501(c)(3) non-profit corporation registered to do business in the Commonwealth of Virginia, in partnership with APS, extends the programming and use of Arlington’s planetarium to informal education and public outreach events provided outside of school hours.

The Friends’ goal is to offer experiences that will inspire students and other members of the community to learn more about science, technology, engineering, and mathematics (STEM), and to encourage students to pursue studies in STEM subjects.

To accomplish this goal, APS and the Friends agree to the following:

1. As scheduled by agreement with APS, the Friends may use the planetarium on specified evenings and weekends for occasional events, including events by the Friends. Events and programming may also take place on teacher workdays or other times when the planetarium is not scheduled for APS use.

2. One weekend per month, the Friends will provide all programming at the planetarium in place of the public programming normally provided by APS.

3. During school vacations (summer, winter holiday, etc.), the Friends may schedule occasional special events and programs, by prior agreement with APS.

4. When using the planetarium for its own programs, the Friends will pay the cost of custodial services as needed, and the cost for an APS staff member to be present and to assist with the equipment (Event Costs). However, the regular facility rental fees will be waived for all Friends’ activities in APS facilities.

5. The APS planetarium website will include a link to the Friends’ website, and vice versa, and will inform visitors of the programming provided by both APS and the Friends.
6. The Friends may make gifts to the planetarium, and APS may receive such gifts, in accordance with the requirements of applicable law and Arlington School Board policies and procedures. These include, but are not limited to, School Board Policy D-15 External Funding and Commercial Activities, Policy Implementation Procedure (PIP) D-15 PIP-11 External-Funding - Private Funding for Building and Grounds Improvement, and PIP D-15 PIP-8 External Funding - Gifts to Schools.

7. The Friends may distribute up to five Peachjar flyers to all APS families without charge.

8. Given the on-going renovation of the Education Center building and knowing that the planetarium will be closed for the 2021-22 school year while the renovations to the Education Center are completed, APS and the Friends have agreed to the following:
   a. Both parties will work together to enable the Friends to continue their monthly programming at other APS facilities while the planetarium is closed. Event Costs will be waived during the period when the planetarium is closed.
   b. APS agrees to provide a few improvements to the planetarium during the construction period:
      i. Installation of an ethernet connection to the APS wide area network which will provide high speed and reliable internet access; and
      ii. Installation of two (2) wireless access points.
   c. APS will endeavor to reopen the planetarium and enable the Friends to re-establish their programming as soon as possible after the Education Center renovation project has been completed (APS currently hopes to complete the renovated project before the end of the 2021-22 school year).

9. As part of recent asbestos remediation in the planetarium, the mural along the interior corridor was removed. Prior to the mural removal, APS completed detailed digital photo documentation and provided copies of the materials to the Friends. APS agrees to inform the Friends regarding the restoration of the space which will include refinishing with painted drywall and installation of a tack board similar to what existed previously. At the Friend’s sole expense, they may develop and install replacement artwork, with final design subject to the advance approval of APS.

10. The projection system in the planetarium has reached its end-of-life and will need replacement so that the facility can provide state-of-art programming when it re-opens. APS shall consult with Friends in selecting a new system, however the ultimate choice of the system shall be made by APS in its sole discretion. When the final system specifications are established and APS is ready to commit funds to its purchase, the Friends will raise funds to contribute to this effort financially.

11. Before the reopening of the planetarium, APS will, in compliance with all applicable APS employment requirements and policies, conduct a search for and hire a new director for the planetarium. APS, in its sole discretion, may also employ additional planetarium staff. APS shall consult with Friends and seek to involve Friends in the
process of recruiting and hiring the new planetarium director, however APS shall retain sole authority over hiring the new director who shall be an employee of APS and not subject to any control by Friends.

Risk Management & Insurance

No Liability, Indemnification
1. All personal property of Friends, its employees, agents, contractors, business invitees, licensees, customers, clients, and guests ("Friends Parties") in and on the Planetarium, shall be and remain therein under any and all circumstances at the sole risk of the above-described persons and entities. APS shall not be liable to any such person or entity for any loss, damage, stolen or destroyed personal property. In addition, APS shall not be liable for any personal injury or bodily injury to the Friends Parties. Friends hereby agrees to defend, indemnify and hold harmless APS and its elected and appointed officials, officers, employees, contractors and agents ("APS Parties") from any and all liability, cost and expense, arising from any claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; which occurs in any part of the Planetarium and is caused by negligence or willful misconduct of Friends Parties. The indemnification in this section shall survive the expiration or termination of this Agreement.

2. Friends acknowledges that APS Parties shall not be liable for any damages, whether special, consequential or punitive damages, as a result of any claim relating to Friend's use of the Planetarium.

Insurance Criteria
During the term of this Agreement Friends shall procure and maintain the types of insurance that are referenced in section entitled Casualty Insurance below. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the Owner, in its sole discretion.

2. Are rated with an AM Best rating of A- or better. APS reserves the right to require Friends to change their insurance to an insurer that has the minimum required AM Best rating. This right can be exercised at any time, this insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating changes to a rating under A- during this agreement, Friends is required to notify APS in writing immediately upon discovery and change the insurance to an approved insurance company that meets the AM Best rating of A- immediately.

3. Friends must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has
the right to request additional information to determine if Friends has the financial capacity to meet its obligations under a deductible or self-insurance program. If, in its sole discretion, APS is not satisfied as to Friends' financial capacity to meet its obligations under a proposed deductible or self-insurance program, Friends shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by Friends to ensure protection for APS.

Certificates of Insurance & Additional Insured Status:
1. Friends is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds for all contracts of insurance.

2. If the insurance policy represented by the Certificate of Insurance requires an endorsement in order to add Arlington County School Board including elected and appointed officials, agents and employees as an additional insured, then such endorsement must accompany the Certificate of Insurance.

Termination an/or Augmentation of Insurance Policies:
All required insurance policies must be endorsed to provide that the insurance company shall give forty-five (45) days written notice to APS if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before using the facility, Friends shall provide APS with a copy of each policy which it carries in accordance herewith, together with receipted bills evidencing proof of premium payment. Friends terminating or augmenting any insurance policy without giving APS forty-five (45) days’ notice will be in direct violation of the terms and conditions of the Agreement.

Casualty Insurance:
1. Commercial General Liability occurrence-based insurance:
Commercial General Liability occurrence-based insurance shall be in place until this Agreement has ended. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Agreement, whether such actions are performed by Friends. Such insurance shall include coverage for explosions, collapse, and underground utilities. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents, and employees.

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<th>Type of Insurance</th>
<th>Limit Per Occurrence</th>
<th>Aggregate Limit</th>
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<tr>
<td>Commercial General Liability</td>
<td>$2,000,000</td>
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Receipt of Certificates of Insurance:
Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS within ten (10) days of Friends signing this Agreement and no use of the Planetarium shall proceed unless all such insurance is in effect.
Volunteers:
All volunteers who are working at the planetarium on behalf of Friends must sign an acknowledgement of risk form before they can use the Planetarium. All signed forms should be kept by Friends. APS reserves the right to request these forms at any point in time before, during or after this contract.

Term and Termination:
This Agreement will be reviewed annually, and revised as needed, to reflect the current and anticipated use of the Planetarium by APS and the Friends. This Agreement shall expire twelve months following the Effective Date above but may be terminated at any time for any reason upon two (2) weeks advanced notice to the other party.

Agreed to this day by the following representatives of the Arlington County School Board and the friends of Arlington's David M. Brown Planetarium:

Dr. Barbara Kanninen, Arlington School Board
Date: July 29, 2021

Jennifer Bartlett, Friends of Arlington’s David M. Brown Planetarium President
Date: 8/20/21