City of Alexandria
Department of Parks, Recreation & Cultural Activities
Community Group Agreement

THIS AGREEMENT, is made on April 9, 2015 by and between the Braddock Metro Citizens Coalition ("BMCC") and the City of Alexandria, a municipal corporation of Virginia ("City").

The BMCC is a community group of residents in the Braddock Metro Neighborhood with the mission to educate residents on matters of public interest, and to promote their interests, welfare, and common good. The BMCC seeks to provide input from the existing residents of the neighborhood to support the implementation of the Braddock Road Metro Neighborhood Plan adopted by the City Council in April 2009. The intent of this Agreement is to document a public-private partnership in a cooperative effort between the BMCC and the City.

In consideration of the promises and mutual benefits contained herein and accruing to the parties, the parties agree as follow:

1) **Location of Property.**
   a) The Committee shall assist the City in programming the Braddock Interim Park in the location identified below and the map below.
   b) Park name or address or nearest cross road: 600 N. Henry Street, 054.03-05-04

Note: Image shows park site prior to demolition of building.

Responsibilities of the Organization.

The BMCC shall be responsible for holding a monthly regular event in the park on the second weekend (determined for this process as Friday night through Sunday night) of each month. These events could include:

- Neighborhood Olympics
- Movie Night
- Ice cream Social
- Exercise in the Park
- Hot chocolate social

Annual celebrations may include:

- Winter Holiday Celebration
- Easter Egg Hunt
- July 4th picnic
- Oktoberfest
- Trunk-er-treat

The BMCC acknowledges that they will get a special events permit if any of their events include food, alcohol or noise concerns (i.e., a movie night).

The BMCC would also like to sponsor a bi-weekly "exercise in the park" event where volunteer teachers would teach a class for a donation. The money collected would be split 40/40/20 between the instructor, the park, and the BMCC. The BMCC will take care of identifying and scheduling instructors. The BMCC is open to cross posting on Facebook with the city to open up attendees outside of BMCC membership.

The BMCC will also sponsor the DC bocce league's night in the park. The bocce league will have three 9 weeks seasons beginning in April on Thursday nights. The bocce league will pay to the park $250/season.

The City and Committee have agreed upon the following Park fundraising and sponsorship conditions:

The BMCC would like to request that the city of Alexandria develop an account specifically for the Braddock Interim park for the money raised through these events and additional donations collected at BMCC events. This money is seen as a way to continue to improve the park and pay for any maintenance that it may need once it opens.

1) Other Conditions

The Committee also agrees to the following conditions:

a) The Committee shall not interfere or in any way preclude the public's use and enjoyment of the site. This Agreement does not represent or imply exclusive rights or special privileges to the site unless otherwise permitted.

b) No additions or changes to the site may be undertaken without written request and approval by the City.

2) **Term of Agreement**

This Agreement shall be for a period of one year, starting from the date the Agreement was signed. The City reserves the right to terminate this Agreement at any time the Committee does not comply with the terms of the Agreement or the Committee may terminate the Agreement by written notice sent to the City 30 days prior to the termination date at the address set forth below. This Agreement may be renewed at the end of the first year, upon the written mutual agreement of the Parties.

The Committee and the City will approve of all work and performance of duties under this Agreement. The City shall ensure compliance with applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

The City will be responsible for all required drawings and permitting, removal, construction, location, size, quality of construction, materials, and fit and finish of the Project.

3) **Indemnification**

a) The City, its officers, employees, and agents shall not be responsible for any and all injuries and/or damages incurred to private property and/or sustained by the Committee members, their officers, employees, and agents and/or volunteers, for any and all claims by third parties against the City, its agents, employees and officials and/or the Committee members, their officers, employees and agents and/or volunteers which may arise out of the services performed under this Agreement.

b) The Committee, its officers, members, and agents shall not be responsible for any injuries and/or damages incurred to private property and/or sustained by officers, members, agents, volunteers, members of the public, and/or the City of Alexandria, its officers, employees, and/or agents, for any and all claims which may arise out of the activities preformed on behalf of the Committee.

5)4**Notice**

Not notice, request, approval, consent, waiver, demand or other communication which may be or is required or permitted to be given under this Agreement shall be effective unless the same is in writing and hand-delivered, or sent by registered or certified mail, return receipt requested, first-class postage prepaid, or sent with charges prepaid by a nationally recognized air courier service, addressed to the City or Committee at their respective addresses set forth below or at any other address of which any Party shall notify the other Party. Notice by e-mail is acceptable for meeting notices and meeting rescheduling. All other communications, if delivered by hand, shall be deemed to have been given when delivered, or if sent by registered or certified mail, shall be deemed to have been given two (2) days after the date of mailing, or if sent by a nationally recognized air courier service shall be deemed to have been given one (1) business day after the date of deposit of the notice with such service. Any notice required by this Agreement shall be addressed as follows:

If to the City:

Recreation, Parks and Cultural Activities
C/O Laura Durham and/or Jack Browand
1108 Jefferson Street
Alexandria, VA 22301

With a copy to:

The City Attorney
301 King Street, Suite 1300
Alexandria, Virginia 22314

If to BMCC to:

Braddock Metro Citizens Coalition
C/O Judy Noritake
1122 Madison Street
Alexandria, VA 22314

With a Copy to:

Braddock Metro Citizens Coalition
C/O Jesse O'Connell
525 N. Fayette Street, #323
Alexandria, VA 22314

5) Representations

By signature below of its authorized legal representative, the Organization represents that it accepts this Agreement and agrees to comply with and be bound by its terms and condition.

6) Amendment

No amendment of this agreement shall be binding on either party unless set forth in a written document duly executed by the authorized representatives of both parties.

7) Applicable Law

This Agreement shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia, including but not limited to the City's ordinances and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF ALEXANDRIA,
A municipal corporation of the Commonwealth of Virginia

Director, Department of Recreation or Designee

Date: 4/9/15

ORGANIZATION

Organization Representative

Date: