MEMORANDUM OF UNDERSTANDING

Between

MARINE BARRACKS
WASHINGTON, DC

And

DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION

1. **PURPOSE**

a. This Memorandum of Understanding (MOU) is between the Commanding Officer, Marine Barracks, Washington, DC, hereinafter referred to as "MBW" and the Director, District of Columbia Department of Parks and Recreation, hereinafter referred to as "DPR", which includes any and all subsidiaries in the form of sanctioned leagues.

b. This Agreement formalizes the working arrangements, responsibilities, and support for the conduct of recreational and sporting events to be held aboard the Marine Barracks (sports field), Washington, DC beginning, 1 April 2005 and continuing in perpetuity, or otherwise by mutual consent.

c. The MBW will allow scheduling of DPR supervised recreational and sporting events on the new Annex sports field consistent with the intent of the original Memorandum of Understanding signed on 24 March 1999 between the District of Columbia Housing Authority and the Department of the Navy / United States Marine Corps for the Acquisition of Certain Property in Washington, DC.

d. The MBW will allow scheduling of public recreational use on the new Annex sports field consistent with the "Declaration of Covenants for the Plat of Transfer of Jurisdiction US Reservation No. 124, Parts of Virginia Avenue, K Street, 7th Street and L Street, SE Washington, District of Columbia" dated 15 October 2002 between the U.S. Navy, acting on behalf of the U.S. Marines, and the National Park Service; which states "The realigned recreation field will remain dedicated to that purpose and shall be available for public use in perpetuity."

e. Marine Barracks, Washington, DC sports fields and facilities will be available for supervised recreational use by the community. Said use shall be supervised by DPR and may be

ZONING COMMISSION
District of Columbia
CASE NO.03-12A/03-13A
EXHIBIT NO.4K

structured or unstructured. All use will be on a non-interference basis with Marine Corps training or scheduled Marine Corps Community Services events, hereinafter referred to as "MCCS", events.

f. Both parties endeavor to establish a protocol and program for the DPR to administer, on behalf of the MBW, meaningful public access to the sports fields and supervise such access in a responsible and accountable manner, subject to published availability and MBW restrictions.

2. **RESPONSIBILITIES**

a. UNDER THE TERMS OF THIS AGREEMENT, THE MBW AGREES TO:

(1) Provide playing fields aboard Marine Barracks, Washington, DC for the conduct of various DPR supervised recreational and sporting events.

(2) Provide to DPR sufficiently in advance and on a quarterly basis to be determined, a schedule of consistent non-interference and non-MCCS periods available for public use. To the extent that there are changes in the schedule, provide to DPR such changes as soon as reasonably possible.

(3) Provide male and female restroom facilities at the ground level of the parking garage.

(4) Coordinate with DPR to complete more definitive policies and procedures regarding scheduling and use of the playing field in conformance with the intent of this MOU, no later than ninety (90) days after execution of this MOU including, but not limited to, protocols and procedures for DPR to seamlessly enable meaningful public access on a non-interference basis with Marine Corps training and MCCS events.

b. UNDER THE TERMS OF THIS AGREEMENT, DPR AGREES TO:

(1) Notify the Marine Barracks, Washington, DC Public Affairs Office of any anticipated or prearranged media coverage at least 24 hours before the beginning of events. Provide a representative to escort media to the playing fields.

(2) Coordinate with MBW to complete more definitive policies and procedures regarding scheduling and use of the playing field in conformance with the intent of this MOU, no later than ninety (90) days after execution of this MOU including, but not

limited to, protocols and procedures for MBW to seamlessly enable meaningful public access on a non-interference basis with Marine Corps training and MCCS events.

(3) Provide a representative at the playing area to monitor, supervise and take responsibility for corrective action when problems arise due to the actions of participants and spectators.

(4) Bring no hazardous materials or hazardous waste aboard Marine Barracks, Washington, DC.

(5) Ensure the collection and removal of trash at each sporting event.

(6) Be responsible for contacting Emergency Medical Services in the event of an accident necessitating such action for the public.

(7) Upon completion of sporting events, remove all equipment/materials. MCCS will coordinate a joint inspection of the areas with each representative, before and after use. Any damage other than normal wear and tear, to playing fields, buildings, fences, sporting equipment, or any other property owned or controlled by Marine Barracks, Washington, DC by participants or spectators will be repaired by Marine Barracks, Washington, DC. The DPR will make repairs to damaged property at Marine Barracks Washington, DC as mutually agreed by the parties.

(8) If inspection reveals that DPR personnel have not adequately policed playing fields and Marine Barracks, Washington, DC personnel are required to unreasonably perform, re-perform, or supplement performance of such services, the Command reserves the right to suspend access to the playing fields until such time such issues are resolved to the satisfaction of MBW.

(9) Be logistically self-supporting to the maximum extent possible.

3. **LIABILITY**

a. Should a claim arise based on the activities carried on under this MOU, the Parties agree to cooperate fully with one another to investigate, process, and adjudicate said claim. Nothing in this MOU shall be construed to supplant any applicable statute, rule, or regulation applicable to claims. Furthermore,

nothing in this MOU prevents the Parties from conducting their own procedures related to any claim.

4. **OTHER**

a. All sporting and recreational event participants, spectators and supervising adults for minors must have photo identification when accessing Marine Barracks, Washington, DC.

b. No tickets for admission shall be sold aboard Marine Barracks, Washington, DC. No DPR representative or any subsidiary organization shall engage in fund raising aboard Marine Barracks, Washington, DC.

c. Use of retail service operations aboard Marine Barracks, Washington, DC such as the Marine Corps Exchange, is not authorized.

d. No illegal substances will be permitted at any sports event aboard Marine Barracks, Washington, DC. Violators are subject to ejection from the base and/or prosecution.

e. No alcohol beverage is permitted at any sports events on Base. Violators are subject to ejection from the base and/or prosecution.

f. No weapons of any kind will be allowed on Marine Barracks, Washington, DC. Violators are subject to ejection from the base and/or prosecution.

g. No smoking is permitted at any sports events on Marine Barracks, Washington, DC.

h. All participants and spectators will be subject to search by Marine Barracks, Washington, DC personnel upon entry onto the Base.

i. Parking is not available aboard Marine Barracks, Washington, DC. Parking is the sole responsibility of the participants and spectators.

j. Neither party may change any term or provision of this MOU without the written consent of the other party. Any modification to the MOU will also be in writing. Disputes regarding the terms

and conditions of this Agreement will be subject to resolution by good faith negotiations by both parties.

k. No party shall be responsible for events beyond its reasonable control such as acts of God, severe weather, or war. If any of these events are postponed or cancelled as a result of such unforeseen and uncontrollable events, the MBW shall provide sufficient notice to DPR in advance. In such case the DPR shall not have any action or recourse against the United States for any costs expended for preparation or execution of the event.

l. TERMINATION. Either of the parties may give notice of suggested modifications or amendments to this agreement due to changed circumstances. The parties will then enter into negotiations to negotiate an amendment within 30 days of such notice.

m. The DPR acknowledges that provisions 4a through 4f of this MOU respecting liability, modifications, civilian use of facilities, acts of God, and termination are binding on its agents and subcontractors and agrees to include those provisions on a flow-down basis in all of its contracts or agreements with such agents or subcontractors.

5. This agreements enters into effect this 1st day of April 2005. It is attested to by the undersigned that are empowered to exercise authority for their respective organizations.

UNITED STATES MARINE CORPS	DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION
30 Mar 2005	4/13/05
T.M. LOCKARD (Date)	NEIL A. STANLEY (Date)
Colonel, USMC	Interim Director
Commanding Officer	District of Columbia Parks and
Marine Barracks Washington	Recreation