

AGREEMENT

COOPERATIVE AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA GOVERNMENT DEPARTMENT OF RECREATION AND PARKS AND THE FRIENDS OF GUY MASON RECREATION CENTER, INC., RELATING TO THE MAINTENANCE AND/ OR BEAUTIFICATION OF THE GUY MASON RECREATION CENTER, A PUBLIC RECREATION CENTER LOCATED AT 3600 CALVERT ST., N.W., WASHINGTON D.C.

This Cooperative Agreement ("Agreement") is made and entered into this 8 day of July, 1996, by and between the District of Columbia Government ("District") by and through the Department of Recreation and Parks ("DRP") and The Friends of Guy Mason Recreation Center, Inc. ("Friends"), a corporation organized under the District of Columbia Nonprofit Corporation Act.

RECITALS

1. Pursuant to Section 1105 of Title 19 of the District of Columbia Municipal Regulations, the Director of the DRP is authorized to enter into cooperative agreements with private persons and organizations to allow such private persons and organizations to maintain and beautify parks, playgrounds and recreation centers under the jurisdiction of DRP.
2. Consistent with that authority, the DRP has created a program, know as the Adopt-A-Park Program ("Program") for the beautification and maintenance of District owned real property, within the jurisdiction of DRP, whereby such property is to be used as public park sites.
3. DRP desires to enter into cooperative agreements with private persons or organizations whereby such entities agree to provide for the maintenance of the parks and agree to cooperate with and assist

DRP in the performance of the necessary administrative and regulatory functions essential to the implementation of the program.

4. Friends understands and accepts that where there are to be changes in the appearance of the selected location (e.g., construction, landscaping, etc.) it must obtain the consent and approval of the DRP prior to implementation. Any such activity carried on without the prior consent of the DRP shall constitute a breach of this Agreement and may result in the termination of this Agreement.

5. The Guy Mason Recreation Center (the Center) is a public recreation center owned by the District, located at 3600 Calvert St., N.W., Washington D.C., and operated by DRP.

6. Friends and DRP desire to enter into this Agreement for the purposes of beautification, renovation and improvement of the grounds and facilities of the Center by Friends in conjunction with DRP.

TERMS

NOW THEREFORE, in consideration of the mutual covenants contained herein, DRP and Friends agree as follows:

1. The recitals above shall be apart hereof and are incorporated herein by reference.

2. The term of this Agreement shall be for one year from the date herein at which time this Agreement shall automatically renew for an additional term of one year, and shall so renew, annually, for successive one year terms, unless either party cancels this Agreement by written notice to the other. Such notice shall be given at least sixty days prior to the end of the then current term. If the

Agreement is so terminated, there shall be no further obligation of either party under this Agreement with the exception of those contained in Section 9, which shall survive termination of this Agreement.

3. If, during the term of this Agreement, Friends agrees with DRP that Friends will raise money to make major changes at the Center (e.g, the addition of playground equipment or major landscaping), such changes shall be described in a schedule that shall be agreed to by both DRP and Friends, which schedule, as from time to time amended, shall become a part of this Agreement as Exhibit A hereto.

4. If, during the term of this Agreement, Friends agrees to maintain any portion of the Center, Friends, and Friend's officers, members, agents, employees, contractors and volunteers shall maintain the Center in a manner to be agreed to by Friends and DRP, and pursuant to a schedule similar to the attached Maintenance Schedule ("Exhibit B"). Unless they are certified as volunteers, prior to engaging in any maintenance activity on the premises of the Center, Friend's officers members, agents, employees, and contractors, shall sign a copy of the attached Waiver and Release ("Exhibit C"). Friends shall be responsible for obtaining signed Waivers and Releases from all individuals, including contractors, who are not certified volunteers who enter the Center with Friend's permission in furtherance of Friend's activities under this Agreement. Only individuals who are certified volunteers or who have signed and delivered a Waiver and Release to Friends shall be authorized by the District to engage in maintenance activities pursuant to this Agreement. Should any person who has not signed a Waiver and Release or not been certified as a volunteer be found to be engaging in maintenance activities at the Center on behalf of Friends, such event shall constitute a breach of this Agreement and may result in the termination of this Agreement. Twice a year, members of the community may participate in a "Guy Mason

Recreation Center Clean Up Day” without signing a Waiver and Release.

5. The District shall not be responsible for anyone engaging in maintenance activities in the Center except when the person(s) is/are certified as volunteers of the District of Columbia through the Volunteers in Action program of the Department. Other persons will be requested to sign a Waiver and Release (Exhibit C), and shall enter the Center at his/her own risk and if injury should occur will incur the cost of such occurrence solely on his/her own.

6. Friends, and Friends's officers, members, agents, employees, contractors and volunteers shall not be authorized by the District to perform maintenance or beautification activities that are not specified in Exhibit B. Should any person perform maintenance activities on behalf of Friends that are not authorized pursuant to Exhibit B, such event shall constitute a breach of this Agreement and may result in the termination of this Agreement.

7. The District shall retain permanent ownership and control of the Center. DRP reserves the right to cancel this Agreement within fifteen days following written notice to the Friends of any breach of this Agreement. If this Agreement is so canceled, there shall be no further obligations of either party that shall survive termination of this Agreement, except for the obligations contained in Section 9, which shall survive termination of this Agreement, and Friends or Friend's officers, agents, employees, contractors, or volunteers shall not perform any additional activities within the Center.

8. DRP and Friends, and Friends's officers, members, agents, employees, contractors and volunteers shall comply with all District laws and regulations in the performance of all activities pursuant to this Agreement.

9. The district and DRP shall defend, indemnify, and hold harmless Friends, its officers, directors, members, employees, agents, and volunteers, from all claims brought by third parties against Friends, its officers, directors, members, employees, agents, and volunteers arising out of any such third parties' use and enjoyment of the Center. Notwithstanding the foregoing, Friends, its officers, directors, members, employees, agents, and volunteers hereby discharge and release the District and DRP from all claims Friends, its officers, directors, members, employees, agents, and volunteers may have arising out of or in connection with Friend's activities under the Agreement. Friend's, DRP's, or the District's obligations in this section shall survive the termination of this Agreement.

10. All notices required in this Agreement, including any change in the person designated to receive notices shall be sent by mail, messenger or facsimile to the person designated herein in writing by each party to receive such notice at the address(es) listed below:

IF NOTICE TO DRP

Director
District of Columbia Department
of Recreation & Parks
3149 16th Street, N.W.
Washington, D.C. 20010

Tel. No. (202) 673-7665
Fax No. (202) 673-2087

IF NOTICE TO FRIENDS

James S. Halpern
65 Observatory Cir., N.W.
Washington D.C. 20008

Tel. No. (202) 606-8881

11. If any term of this Agreement is held to be unenforceable, all other terms of the Agreement shall remain enforceable to the fullest extent permitted by law.

12. This Agreement shall be valid, binding and enforceable against the parties and their successors and assigns and the parties warrant to each other that the persons signing this Agreement on their behalf is/are authorized to do so.

13. This Agreement including all exhibits attached hereto, represents the entire agreement between the parties and supersedes all prior agreements and understandings.

14. Failure of either party to enforce any provision of this Agreement shall not be deemed to be a waiver of such provision unless otherwise specified in writing by the party making the waiver.


15. During the term of this Agreement, DRP shall not enter into a Cooperative Agreement with any other private person or organization relating to the maintenance and/or beautification of the Center without the prior written consent of Friends.

16. Modifications to this Agreement must be in writing and must be signed by both parties.

IN WITNESS WHEREOF, THIS Agreement is dated and effected as of the date affixed with the signature of the Director of the Department of Recreation and the president of Friends.

For DRP:

Signature:


Betty Jo Gaines
Director

Date:

7/9/96

For Friends:

Signature:



James S. Halpern
President

EXHIBIT A - SPECIFICATIONS SCHEDULE

As of _____

Specification Number 1.

Friends shall raise money to construct at the Center a children's playground substantially in accordance with the drawings and plans marked as Specification Number 1 to this Agreement and incorporated herein by this reference.

**ADOPT-A-PARK COOPERATIVE AGREEMENT
EXHIBIT B - MAINTENANCE SCHEDULE**

The District and Friends acknowledge and agree that the District's regular obligations of maintaining the Center (e.g., cutting grass whenever needed, regular trash removal, baseball field maintenance and repair, playground maintenance and repair, supplying necessary DRP personnel on site to staff the recreation center building (building) year round, water, electric and light maintenance and repair, maintaining the integrity of the building (including bathrooms), tree pruning and maintenance, and all other ordinary and necessary park maintenance obligations, shall continue to be performed by the District and shall be unaffected by this Agreement.

Friends' obligations with respect to maintenance shall be as agreed to from time to time by Friends and DRP and as set forth here in a restated Exhibit B.

****** THIS WAIVER IS TO BE USED ONLY IF/WHEN THE PERSON(S) OR GROUP INVOLVED IS/ARE NOT CERTIFIED AS A VOLUNTEER(S) (e.g. CORPORATIONS. CHURCHES. SMALL BUSINESSES. ETC.)**

ADOPT-A-PARK COOPERATIVE AGREEMENT

EXHIBIT C--WAIVER AND RELEASE

This form must be completed and signed by all Friends, their officers, members, agents, employees contractors and volunteers, who will enter the Center in furtherance of Friends's activities under this Agreement.

In consideration for the District's granting me the right from time to time, to enter the Center, located at 3600 Calvert St., N.W., Washington D.C., to perform limited volunteer maintenance work therein, I, the undersigned, intending to be legally bound, for myself, my heirs, executors, administrators and assigns, waive and release any and all rights and claims for damages for death, personal injury or loss of property, which may occur to me as a result of my participation in such volunteer maintenance work.

I, the undersigned, discharge and release the District of Columbia and all of its agencies, employees, agents and contractors, from all liability or claims arising out of or connected in any way with my participation in such volunteer maintenance work.

I acknowledge that my participation is voluntary and done at my own risk. I agree that I may be performing such maintenance work from time to time, and I intend that this Waiver and Release shall continue to be in effect for each and every time that I perform such work.

I agree to abide by the laws of the District of Columbia and the rules and directions of Friends and the coordinator of such volunteer maintenance work.

Signature: _____

Printed Name: _____

If under 18:

Signature of Parent/Legal Guardian _____

Date: _____