

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF VIENNA AND
THE FAIRFAX COUNTY SCHOOL BOARD**

The Town of Vienna ("Town") and the Fairfax County School Board ("School Board"), in a desire to recognize the longstanding level of cooperation between the Town and School Board, hereby execute this Memorandum of Understanding relating to the care, stewardship, maintenance and supervision of the approximately 6.74-acre property called Caffi Field and Waters Field (together, "Caffi/Waters Field") and located in the Town. The Town and the School Board state the following:

1. Caffi/Waters Field, located on the corner of Center Street, South and Cherry Street, S.E., in the Town of Vienna [Tax Map Parcel 38-4-((2))-151], is an integral part of the athletic and social activity of the greater Vienna community.
2. Baseball has been played at the location since the late 1920s and the property was originally owned by another venerable Vienna institution, the Vienna Volunteer Fire Department. The current Caffi/Waters Field was originally constructed by a combination of governmental cooperation, business donations and the hard work of baseball volunteers. Vienna Volunteer Fire Department sponsored teams, as well as Babe Ruth teams, have been playing organized baseball at the location since the 1950s.
3. In the 1950s, the Fairfax County School Board requested to purchase the property in order to expand Vienna Elementary School. In exchange for the sale of the property, a new fire house was built across the street and the School Board then approved the construction of the current athletic fields where the firehouse had been proposed.
4. Caffi/Waters Field, while originally a baseball field, has evolved into a multipurpose recreational field and social gathering place. In addition to regularly scheduled baseball, football, softball and soccer games, the fields play host to many Town-sponsored events including festivals and the annual Town of Vienna Fourth of July celebration.
5. Pursuant to a Memorandum of Understanding dated September 9, 1970, Vienna Babe Ruth Leagues and the Town undertook significant restoration activities of the fields with the cooperation and participation of the School Board.
6. Pursuant to a letter dated April 26, 1972, the School Board approved installation of a 12-foot x 30-foot masonry Babe Ruth press box. That letter provided that maintenance of the press box would be provided by the Town and/or the Babe Ruth League.

13. As part of the longstanding understanding for the use of the fields, the Town of Vienna has carefully supervised the types of activities permitted on, and managed and coordinated the use of, the property and has required use permits to be issued in accordance with the Code of the Town of Vienna.
14. The Fairfax County School Board has always been supportive and accommodating to the recreational needs of the greater Vienna community and has recognized the significance of Caffi/Waters Field as a vital focal point of Vienna social and recreational activity.
15. All parties recognize and appreciate the level of support, both financial and through a strong volunteer effort, received from Vienna Youth, Inc., Greater Vienna Babe Ruth, Vienna Girls Softball League and Vienna Youth Soccer, Inc. In appreciation of these efforts, all applications made to use this facility will be made to the Town, who shall remain primarily responsible for authorizing and supervising the activities being scheduled on Caffi/Waters Field, in accordance with existing procedures and in consideration of the ongoing financial commitment of these organizations. The Town, in its discretion, may also delegate scheduling of activities on Caffi/Waters Field.
16. All future improvements, maintenance and replacement of facilities and the synthetic turf shall be undertaken by the Town and user groups such as Greater Vienna Babe Ruth, Vienna Youth, Inc., Vienna Girls Softball League and Vienna Youth Soccer, Inc., with the prior written approval of the School Board's Department of Facilities and Transportation Services. The Town and the user groups agree to maintain Caffi/Waters Field consistent with the Town's typical maintenance standards for park property and recreational facilities.
17. The Town shall keep the property free from any mechanic's and materialmen's liens for all work to be performed and materials to be furnished in connection with any work performed pursuant to this Memorandum. Notwithstanding the foregoing, if any mechanic's or materialmen's lien is filed against the property for work or materials done for or furnished to the Town or its agents, the lien shall be discharged by the Town within ten (10) days thereafter, solely at the Town's expense, by paying off or bonding off the lien.
18. In connection with the construction of improvements and the management, supervision, operation and maintenance of Caffi/Waters Field and the performance of the Town's obligations under this Memorandum, the Town shall (a) secure and pay for all permits and governmental fees, licenses, approvals and inspections that may be required, (b) at its expense, shall comply with all applicable federal, state and local laws, rules, regulations, codes, standards, orders,

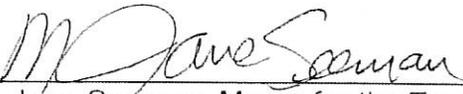
notices and requirements, including but not limited to, any applicable ordinances or restrictions relating to acceptable levels of noise and to use of lights, and (c) shall be responsible in accordance with applicable law for its acts and the acts of its agents, including any failure to fulfill the obligations specified in this paragraph.

19. The Town shall maintain insurance under its municipal liability policy for Caffi/Waters Field and shall require all facilities to be installed and maintained in accordance with state and local building codes. The parties agree that the School Board assumes no responsibility or liability for any loss of property, property damage, or bodily injury occurring at Caffi/Waters Field. The Town shall maintain liability insurance covering the conduct of the Town's and the user groups' activities at Caffi/Waters Field in such amounts and with such coverages and endorsements as the School Board reasonably may require. The Town shall (i) name the School Board as an additional insured and/or loss payee, as applicable; and (ii) cause its insurance carrier to furnish the School Board with satisfactory evidence of insurance coverage on or before July 1 of each year. In no event shall any provision in this Memorandum be construed so as to constitute a waiver of the sovereign immunity of the Town or of the School Board.
20. Security and public safety at Caffi/Waters Field is of paramount importance. The Town maintains its own police department and its headquarters are located directly across the street from Caffi/Waters Field. The Town shall be responsible for security for all non-School Board activities conducted at Caffi/Waters Field, and shall cause to be provided such traffic control and security services as may be reasonably necessary or required from time to time in order to promote and maintain public safety in connection with all non-School Board activities conducted at Caffi/Waters Field.
21. As the owner of the property, any fixtures installed on the property shall become the property of the School Board unless the School Board expressly agrees otherwise with respect to any specific fixture. The School Board acknowledges that even though the School Board is not a party to the 2002 Memorandum of Agreement between the County and the Town, the lighting system is the property of the County as provided in that Memorandum. Additionally, existing fencing, score boards, support facilities and synthetic turf are not deemed to be property of the School Board and the School Board is under no obligation to maintain such property. No School Board fixtures shall be removed from the property without the prior written approval of the School Board's Department of Facilities and Transportation Services. In the event the Town removes any facilities from the property, the Town, at its own expense, will restore, as nearly as possible, the property to its original condition.

22. The Town has not asked, nor does it expect to ask, School Board to budget any funds to cover Caffi/Waters Field improvements, maintenance or replacement of facilities. However, this Memorandum of Understanding shall not be construed to preclude the Town or any user group from requesting or being eligible for any public funding.
23. This Memorandum of Understanding is intended to memorialize the longstanding agreement between the Town and the School Board with respect to use, supervision, management and maintenance of Caffi/Waters Field. To that end, it incorporates and supersedes all previous agreements and memoranda of understanding between the Town and the School Board with respect to Caffi/Waters Field, whether or not such agreements and/or memoranda are identified in this Memorandum of Understanding. Any agreements or understandings between the Town and Fairfax County are not the subject of this Memorandum of Understanding. The School Board is not bound by any such agreements or understandings unless and until the School Board joins as a party to any such agreements or understandings between the Town and the County.

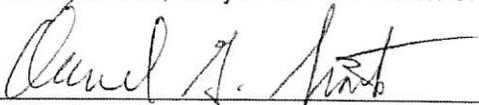
Accordingly, the Town and the School Board hereby acknowledge the obligations of the Town of Vienna and the continued support of the Fairfax County School Board for the continued operation of Caffi/Waters Field.

ACCEPTED BY:



M. Jane Seeman, Mayor for the Town of Vienna

DATE:



Daniel G. Storck
Chairman, Fairfax County School Board

DATE: January 11, 2007

7. With respect to the lights on Caffi/Waters Field, pursuant to a Memorandum of Agreement entered into between the Town and the Fairfax County Recreation Department and dated May 20, 1974, the County assumed the financial responsibility for payment of electric bills and replacement of burned out flood lights incurred during the spring and summer months, and the Town assumed responsibility for the lights during the remainder of the year. That Memorandum provided that costs for major repairs to the lighting system will be negotiated.
8. In July 1995, the Town, with the support of the School Board, rezoned the Caffi/Waters Field property from RS-10, Single Family Detached Residential to the PR-Park and Recreational zoning district in recognition of the longstanding use of the property for parks and recreation purposes.
9. Pursuant to a Memorandum of Agreement between the Town and Fairfax County, the Town replaced the lighting system for Waters Field with a financial contribution from the County. That Memorandum provided that the lighting system shall be the property of the County, and that the Town agrees to provide day-to-day maintenance for the lighting system in consultation with the County's Department of Community and Recreation Services. That Memorandum indicated that the Town and the County would establish a separate agreement to address the parties' responsibilities for future repair of the lighting system.
10. With the School Board's cooperation and approval, the Town and the user groups installed a synthetic playing surface on Waters Field during the winter of 2005-06.
11. Current recreational facilities located on the Caffi/Waters Field property include: 3 softball fields, 1 baseball/multi-use field, a MUSCO lighting system servicing all fields (installed in 2002), synthetic playing surface (installed in 2005-06) on Waters Field, two scoreboards, 1 identification sign of approximately 12 square feet and support facilities.
12. In addition to Town owned facilities and parking agreements with adjacent property owners, parking for the Caffi/Waters Field property is currently provided in the adjacent parking lot for Vienna Elementary School and with numerous on-street spaces. The Town and the School Board will continue to cooperate on the joint use of the parking lot for Vienna Elementary School and on designing and establishing, in connection with a planned renovation of and addition to Vienna Elementary School, a new point of access from Center Street, South onto the existing parking area and right-of-way for Locust Street, S.E. to serve Vienna Elementary School and its associated parking lot.