

**FAIRFAX COUNTY, TOWN OF VIENNA,
VIENNA YOUTH, INC. AND THE GREATER VIENNA BABE RUTH LEAGUE
AGREEMENT**

This agreement sets out the terms and conditions of the Fairfax County Synthetic Turf Field Development Program for the field at Vienna Elementary School, which is owned by the Town of Vienna and commonly known as Waters Field, as hereinafter set forth. The parties to the agreement are: Fairfax County Neighborhood and Community Services, Town of Vienna, Vienna Youth, Inc., and the Greater Vienna Babe Ruth League.

As part of this agreement, the parties fully recognize and accept the following terms:

A. Scheduling and Usage

1. Vienna Youth Inc. and the Greater Vienna Babe Ruth League shall be granted scheduling and usage rights in accordance with the Fairfax County Field Allocation Policy, and which can be found on the County website at http://www.fairfaxcounty.gov/ncs/forms/field_allocation_policy_mj_v4.pdf and the Policy for Allocating Field Time to Partner Organization on Synthetic Turf Fields which can be found at <http://www.fairfaxcounty.gov/ncs/forms/turfpartnertime.pdf>.
2. Subject to the terms of the Fairfax County Field Allocation Policy the first right of scheduling and usage of Waters Field shall be granted to Vienna Youth, Inc. and the Greater Vienna Babe Ruth League for the life of the synthetic turf, as deemed playable by the County. The County does not guarantee exclusive use or permanent assignment of Waters Field to Vienna Youth, Inc. and/or the Greater Vienna Babe Ruth League.
3. The County shall allocate the field equitably among Vienna Youth, Inc. and the Greater Vienna Babe Ruth League sports in their primary season in accordance with the Fairfax County Field Allocation Policy.
4. The Town of Vienna shall retain all other scheduling obligations and responsibilities for Waters Field in accordance with the Town's Memorandum of Understanding with the Fairfax County School Board, dated January 11, 2007.

B. Synthetic Turf Replacement and Maintenance

1. The Town of Vienna, shall be solely responsible for overseeing the replacement of the synthetic turf on Waters Field.
2. The Town of Vienna, Vienna Youth Inc. and the Greater Vienna Babe Ruth League shall be solely responsible for all the maintenance, repair, and upkeep of the synthetic turf on Waters Field.

3. Nothing in this agreement will supersede any existing maintenance agreement between the Town of Vienna and the Fairfax County School Board.

C. Payments

The parties agree to the following allocation of costs associated with the replacement of the turf field at Waters Field:

| | |
|---|----------------------------|
| Town of Vienna: | \$150,000.00 |
| Vienna Youth, Inc. and Greater Vienna Babe Ruth League: | \$100,000.00 |
| Fairfax County | up to <u>\$331,691.65*</u> |
| Field Turf Total Estimate: | \$581,691.65 |

*Fairfax County's payment up to the specified amount is to be made from the Fairfax County Turf Field Replacement Fund.

D. General Provisions

1. Vienna Youth, Inc. and the Greater Vienna Babe Ruth League shall support, follow, and enforce the rules, regulations, and procedures set forth in the Fairfax County Field Allocation Policy.
2. The parties shall jointly review operations under this agreement on a periodic basis to ensure that any operational issues that may arise are addressed in a cooperative and timely manner. Each party shall designate an individual to serve as primary contacts under this agreement.
3. If, through any cause, Vienna Youth, Inc. and the Greater Vienna Babe Ruth League shall fail to fulfill its obligations under this agreement, or if Vienna Youth, Inc. and the Greater Vienna Babe Ruth League should violate any of the covenants, provisions, or stipulations of this agreement, then the County shall have the right to terminate this agreement; however, before termination, either Vienna Youth, Inc. or Greater Vienna Babe Ruth League shall have 30 days within which to cure said breach.
4. Unless authorized by the Town of Vienna, all equipment and materials belonging to the Vienna Youth, Inc. and the Greater Vienna Babe Ruth League must be removed by the date of termination of this agreement, unless other arrangements are agreed to in writing. A representative of the Town, County, Vienna Youth, Inc. and the Greater Vienna Babe Ruth League will conduct a walk-through of the premises to ensure that all equipment and materials have been removed, and that the premises have been left in good condition except for normal wear and tear.

5. Any rights provided through this agreement are limited to the signatories and are not transferable.
6. Following the completion of the useful life of the field, neither the Town nor Fairfax County are under obligation for the replacement of the field. At such time as the turf field ceases to be playable, in the Town and County's discretion, this agreement shall terminate.
7. This Agreement shall supersede all prior agreements between the parties for the use of the Waters Field. This agreement may only be amended in a writing signed by all of the parties.

This agreement and its terms are governed by the laws of the Commonwealth of Virginia.

DRAFT

As agreed to:

Vienna Youth, Inc.:

Signature

Name and Title (print)

The Greater Vienna Babe Ruth League:

Signature

Name and Title (print)

Fairfax County Department of Neighborhood and Community Services:

Signature

Name and Title (print)

Town of Vienna:

Signature

Name and Title (print)