

EXHIBIT NO. 1

*City of Alexandria, Virginia*

11  
6-26-01

MEMORANDUM

DATE: JUNE 15, 2001

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER <sup>S</sup>

SUBJECT: CONSIDERATION OF A ONE-YEAR LICENSE AGREEMENT WITH THE CHILDREN'S INTERNATIONAL CENTER, INC. FOR USE OF THE OPEN SPACE BEHIND THE JAMES T. LUCKETT JR. STADIUM LOCATED AT THE CORNER OF DUKE STREET AND WHEELER AVENUE FOR PLAY SPACE

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**ISSUE:** City Council consideration of a one-year license agreement with the Children's International Center, Inc. for use of the open space behind the James T. Lockett Jr. Stadium for play space.

**RECOMMENDATION:** That City Council authorize the City Manager to enter into a one-year license agreement (July 1, 2001-June 30, 2002) with the Children's International Center, Inc., 25 South Quaker Lane, (Attachment 1) to use the open space, as shown in Attachment 2, for play space.

**DISCUSSION:** The Children's International Center, Inc. has operated a pre-school and provided childcare since July 1, 1990 at 25 South Quaker Lane. Since 1990, the City of Alexandria has provided, through a license agreement, use of the open space behind the James T. Lockett Jr. Stadium (the stadium is located in the 3300 block of Duke Street between South Quaker Lane and Wheeler Avenue) for the purpose of providing play space for the day care facility. Attachment 2 shows the location of the play space which is directly behind the pre-school. Since 1990, the Children's International Center, Inc. pre-school has upgraded and installed playground equipment at its own expense. The use of this play area is not open to the public during the school hours between 7:00 a.m. to 6:30 p.m., Monday through Friday. The playground is available for public use during non-school hours. The Center is seeking a one-year license agreement, and plans to reevaluate its use of the space during the next year.

**FISCAL IMPACT:** A total of \$250 license fee to be collected on July 1, 2001.

**ATTACHMENTS:**

Attachment 1 - License Agreement  
Attachment 2 - Map of site

**STAFF:**

Sandra Whitmore, Director, Recreation, Parks and Cultural Activities  
Janet Barnett, Deputy Director, Recreation, Parks and Cultural Activities  
Jack Browand, Recreation Supervisor III, Recreation, Parks and Cultural Activities

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, is hereby entered into on July 1, 2001 by and between the City of Alexandria, a municipal corporation of Virginia, hereinafter referred to as the "Licensor", and Children's International Center, Inc., 25 South Quaker Lane, Alexandria, Virginia 22314, hereinafter referred to as the "Licensee."

### WITNESSETH THAT:

In consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the conditions, covenants and agreements hereafter set forth, the parties agree as follows:

1. The Licensor agrees to permit the Licensee to use the open space area located at the base of the hill behind the James T. Lockett, Jr. Stadium located in the 3300 block of Duke Street between South Quaker Lane and Wheeler Avenue in accordance with the terms and conditions of this license agreement. The area that is the subject of this license agreement is the area bounded on one side by the City's fence located by the City Shop at Quaker Lane, and on the other three sides by the Stonewall Jackson Building and is hereinafter referred to as the "Premises".

2. The term of this license shall commence on the first day of July, 2001, and extend for a period of 12 months, including and ending on the 30th day of June, 2002.

3. The Licensor covenants, warrants, and agrees:

A. That the Premises may be used only for the purposes herein stated between the hours of 7:00 a.m. to 6:30 p.m., Monday through Friday, throughout the term of this license.

The Licensee shall have quiet enjoyment and peaceful possession of the Premises for the full

term herein granted, except as provided in section 5.D.

B. To give to the Licensee at no cost, one sliding board with stand and supports, two wooden climbers, and one wooden log roll, all in "as is" condition.

4. The Licensee covenants, warrants, and agree that:

A. The Licensee shall pay \$250.00 to the Licensor, for the use of the premises during the term of the license and the Licensee shall pay this amount by July 1, 2001. The check shall be mailed to the Licensor at the following address: City of Alexandria, General Services (Rent), Unit 25, Post Office Box 178, Alexandria, Virginia 22313.

B. At the termination of this license, Licensee will deliver peacefully the Premises in as good order and repair as the Premises were at the beginning of this license, reasonable wear and tear excepted.

C. For the purpose of this license, the Licensee will use and occupy the Premises solely for the purpose of a play space for a day care facility operated by the Licensee. Licensee will not use or occupy the Premises for any unlawful, disorderly or extra-hazardous purpose or activity. In addition, Licensee will not deny or restrict public access to the Premises, except when it is being used by Licensee's guests or invitees, and in this regard, will not lock any gate, door or entrance to the Premises.

D. Licensee shall be responsible for any and all security of the Premises and personal property contained therein at all times.

E. Licensee shall be responsible for any and all maintenance of the Premises and personal property contained therein at all times.

F. Licensee will be responsible for paying for any and all damage to the Premises that results from its use of the Premises. Licensee will not hold the Licensor liable for

any damage to Licensee's property located on the Premises.

G. Licensee shall demonstrate, to the satisfaction of the Licensor, that the Licensee is covered by combined single-limit General Liability Insurance in the minimum amount of \$1,000,000 per person. Coverages are to be included on: (1) personal injury liability, (2) premises operation, and (3) independent contractors. The Licensor shall be listed as an additional named insured. The Licensee agrees to maintain such insurance throughout the term of this license, and any renewal thereof, and to furnish evidence to the Licensor of such coverage prior to the effective date, and throughout the term, of this license.

H. Licensee will permit Licensor, or its representative, to enter the Premises at reasonable times to examine or inspect it at any time during the term of this license.

I. Licensee will indemnify and hold harmless the Licensor and all of its agents, officers and employees from and against any suits, actions, causes of action, claims, damages, losses, costs or expenses (including attorney's fees) arising from or related in any way to any bodily or personal injury or property damage sustained by any of the Licensee's employees, agents, guests, invitees, licensees or permittees while on the Premises.

5. It is mutually covenanted, warranted and agreed by the Licensor and Licensee:

A. All of the terms, covenants, agreements, and provisions herein contained shall bind and inure to the benefit of the Licensor, Licensee, and their respective heirs, distributees, executors, administrators, successors, and assigns; provided, however, that the Licensee shall not transfer, assign, or sublet its interests herein without the written consent of the Licensor.

B. Licensee may make such alterations and additions to the Premises during the term of this license as the Licensee may deem proper but only with the prior written consent

of the Licensor. Such alterations and additions shall be at the Licensee's expense. Licensee shall obtain the necessary permits for such alterations and additions. Licensor may require that such alterations, additions, and/or the Premises shall be restored to its original condition, at the termination of this license.

C. The Licensor shall not be responsible for commitments or agreements arising under law or contract and entered into by the Licensee with any other person, persons, organization, associations, corporation or other entity.

D. This license may be terminated at any time by either party, provided that 30-days written notice of the intention to terminate is given to the other party. However, if Licensee fails to maintain the insurance required by section 4.G of this license, the Licensor may immediately terminate this license.

E. Any improvements placed upon the Premises by the Licensee shall not prejudice or affect in any way, the rights of the Licensor, to terminate this license.

F. This license contains the entire agreement between the parties and shall not be changed or modified in any manner except by a writing properly executed by each party.

IN WITNESS WHEREOF, the parties hereto have caused this license to be executed by their duly authorized officials.

**Licensee:**  
**Children's International Center, Inc.**

**Licensor:**  
**CITY OF ALEXANDRIA, a municipal corporation of Virginia**

By: \_\_\_\_\_  
**Beatrice Tierney, Director**

By: \_\_\_\_\_  
**Philip Sunderland, City Manager**

