



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of April 19, 2008**

DATE: April 2, 2008

SUBJECT: Approval of Amended Memorandum of Understanding Among the General Services Administration, the Department of State and the County Board of Arlington County, Virginia for the Temporary Joint Recreational Use of the Parcel of Federal Property West of George Mason Drive and a Portion of the Parcel of Federal Property East of George Mason Drive at the Site of the National Foreign Affairs Training Center.

C. M. RECOMMENDATIONS:

1. Approve the attached (Exhibit A) Amended Memorandum of Understanding (“Amended MOU”) Among the General Services Administration (“GSA”) and the Department of State (“DOS”) and the County Board of Arlington County, Virginia for the temporary joint recreational use of the parcel of federal property west of George Mason Drive and a portion of the parcel of federal property east of George Mason Drive at the site of the National Foreign Affairs Training Center (“NFATC”).
2. Authorize the County Manager, or his designee, to execute, on behalf of the County Board, the Amended MOU and all related documents, subject to approval as to form by the County Attorney.
3. Authorize the County Manager, or his designee, to execute, on behalf of the County Board, all documents necessary to extend the Amended MOU for additional five (5) periods, on the same terms specified in the Amended MOU, subject to approval as to form by the County Attorney.

ISSUE: The attached Amended MOU contains minor amendments requested by DOS and GSA to update an MOU which is fourteen years old. There are no issues identified with the requested amendments.

SUMMARY: The proposed Amended MOU updates the existing MOU, entered into in 1994, primarily by clarifying that: 1) the improvements the County agreed to make to the Joint Recreation Areas (as defined in the MOU) have been completed; 2) that the County is responsible for maintenance and repair of the County improvements during the term of the

County Manager: _____

County Attorney: _____

Staff: Tim O’Hora, DES, Real Estate Bureau

MOU; and 3) that the amortization schedule, establishing compensation to the County for the County improvements in the event of any early termination of the MOU by DOS and/or GSA, has expired, and the County would no longer be entitled to any compensation for the improvements if the MOU is terminated. Following County Board approval and execution of the Amended MOU, the County will have continued temporary joint recreational use of the parcel of the federal property known as the "West Parcel" (a portion of the National Foreign Affairs Training Center west of George Mason Drive), and a portion of the parcel of federal property known as the "East Parcel" (the main portion of the NFATC site located east of George Mason Drive) (hereinafter jointly referred "Joint Recreation Areas") for a period of ten years from the date the Amended MOU is executed. The County Manager would be authorized extend the term of the MOU for additional five (5) periods, on the same terms specified in the Amended MOU.

BACKGROUND: On October 22, 1994, the County Board approved a Memorandum of Understanding (the "1994 MOU" - attached hereto as Exhibit B) among the General Services Administration, the Department of State, and Arlington County for the temporary joint recreational use of the parcel of the federal property known as the "West Parcel" (a portion of the National Foreign Affairs Training Center west of George Mason Drive), and a portion of the parcel of federal property known as the "East Parcel" (the main portion of the NFATC site located east of George Mason Drive) (hereinafter jointly referred "Joint Recreation Areas"). The 1994 MOU was executed on behalf of the County on December 12, 1994.

By its terms, the 1994 MOU provides that it shall remain in force for a minimum of ten (10) years from the date of signature and may be terminated by mutual agreement, or upon one hundred eighty (180) days prior notice. The MOU further provides that the MOU may be extended in five (5) year increments with acceptance of all parties. On July 8, 2006, the County Board authorized the County Manager to extend the term of the 1994 MOU for additional five periods.

The County Department of Public Recreation and Cultural Resources (PRCR), consistent with the terms of the MOU, and at County expense, constructed various improvements to the Joint Recreation Areas, and has continuously undertaken the operation maintenance, and repair of the Joint Recreation Areas and appurtenant facilities from December 12, 1994 to the present.

DISCUSSION: DOS and GSA have requested that the County Board approve and execute the attached Amended MOU, which amends the 1994 MOU by, in part, clarifying that: 1) the improvements the County agreed to make to the Joint Recreation Areas have been completed; 2) that the County is responsible for the maintenance and repair of the County improvements in the Joint Recreation Areas during the term of the MOU; and 3) that the amortization attached to the 1994 MOU establishing compensation to the County for the County improvements in the event of any early termination of the MOU by DOS and/or GSA, has expired, and the County would no longer be entitled to any compensation for the improvements if the MOU is terminated by DOS and/or GSA. The Amended MOU does not require that the parties exchange compensation for joint use of the Joint Recreation Areas.

FISCAL IMPACT: None.

**Amended Memorandum of Understanding
among the
General Services Administration
and the
Department of State
and
The County Board of Arlington County, Virginia**

Purpose

The purpose of this Amended Memorandum of Understanding (“MOU” or “Agreement”) is to document an agreement among the General Services Administration (GSA), the Department of State (DOS), and the County Board of Arlington County, Virginia (“County” or “Arlington County”) for the temporary joint recreational use of the parcel of the federal property west of George Mason Drive and a portion of the parcel of federal property east of George Mason Drive at the site of the National Foreign Affairs Training Center (NFATC).

The NFATC property is federal property authorized under Public Law 99-167 “to be used as a center for the training and instruction of personnel in the field of foreign relations, as authorized by chapter 7 of the Foreign Service Act of 1980 (22 U.S.C. 4021-4026), and for such other purposes as the Secretary of State may consider appropriate.”

The subject portions of the NFATC property shall be permitted to be used by Arlington County until such time that DOS determines it has a need for the property.

The following sets forth the mutually agreed policies, procedures and conditions to permit the County to use the property. It is understood that the Department of State’s short and/or long term needs, in accordance with Public Law 99-167, shall take precedence over any differences in interpretation or exclusions from the following:

I. West Parcel

A. Description

1. The “West Parcel” is that portion of the NFATC site located west of George Mason Drive.
2. The area identified as “West Parcel” is delineated by the boundaries shown on the attached drawing of the site, labeled Exhibit A.

B. Ownership

1. The United States of America, acting through GSA and DOS, agrees to permit Arlington County to use the West Parcel subject to approval by GSA and/or DOS as provided in this Agreement.

C. DOS - Parking Requirement

1. The maintenance, operation and improvements to the West Parcel by Arlington County must permit DOS to park up to 126 vehicles at any given time.
2. The DOS shall provide Arlington County with a minimum of two (2) weeks notice prior to the times when the entire parking area must be reserved for U.S. Government use only. Upon such notification, Arlington County shall take reasonable measures to ensure the availability of the required spaces. The individual parking spaces shall be clearly marked by Arlington County.
3. Arlington County and DOS shall cooperate to develop a system for reserving the use of and controlling access to the parking area when required by the U.S. Government exclusively.

D. Maintenance and Operation

1. Maintenance, operation and repair of the West Parcel shall be the responsibility of Arlington County, except for the lighting in the parking lot and tunnel which shall be the responsibility of DOS.
2. Arlington County shall pay the cost of utilities for the West Parcel, except for parking lot and tunnel lighting which shall be the responsibility of DOS. The lighting for the parking lot and tunnel shall be separately metered and funded by DOS.
3. Funding for maintenance, operation and repair of the West Parcel which are the responsibility of Arlington County will be provided by the County, DOS shall fund the maintenance, operation and repair of the lighting in the parking lot and tunnel.
4. Arlington County shall repair and maintain the twelve (12) foot wide paved jogging/bike trail located on the West Parcel.
5. Scheduling of Activities - Arlington County shall have sole responsibility for scheduling activities and events on the West Parcel, with the understanding that DOS shall have priority over all activities on the site for special one (1) day events, provided that sixty (60) days notice be given to Arlington County before such events occur. From April 1 through November 30, DOS agrees not to request multiple day reservations for use of the West Parcel after 4 P.M. weekdays and on weekends, unless requested prior to the establishment of the season sports playing schedule by the County. (For parking requirements see Section I.C.)
6. In case of an emergency and/or when the U.S. Government requires the use of the West Parcel for training or other official functions where sixty (60) days notice cannot be provided, Arlington County shall, to the extent reasonably practicable, rearrange the activities during that time period to permit the U.S. Government use of the site.
7. Arlington County shall not authorize or undertake any activity that would adversely affect the operation of the NFATC, as determined by DOS. If the County is unsure as to whether an activity would adversely affect the operation of the NFATC, the County will give thirty (30) days notice of the activity to DOS. If no objection is

stated by DOS before the activity, the activity will be deemed to not adversely affect the operation of the NFATC.

E. United States Government Use

1. The U.S. Government reserves the right to use the West Parcel for training, official, and federally sponsored functions as required each year, without charge by Arlington County to the U.S. Government. During those functions, Federal Government Laws and Regulations will apply to the West Parcel, and Arlington County regulations will not apply. This includes regulations and laws on the use of alcoholic beverages subject to Federal regulation. During such functions, the U.S. Government shall be solely responsible for enforcement of applicable laws and regulations, and for response to any incident on the West Parcel.
2. Use of the facilities by the U.S. Government shall be scheduled through DOS and Arlington County as set forth in Section I.D.5.
3. Arlington County shall reserve use of the softball field exclusively for federal agency use on two (2) weekdays from 4 P.M. until dark, for the time period of April 1 through November 30 of each year. Specific days shall be mutually determined by Arlington County and DOS before January 15 of each year. DOS shall coordinate the scheduling among federal agencies.
4. Any substantial damage done to the Arlington County improvements or any extraordinary cleanup required to the property as a result of official United States Government activities, as shall be determined and agreed upon jointly by Arlington County, GSA and DOS, shall require Federal Government corrective action and/or payment to Arlington County based on actual documented costs of repair or cleanup, including Arlington County personnel costs.

F. Arlington County Use

1. Effective upon the execution of this Agreement, Arlington County may schedule use of the West Parcel at all times, except as otherwise noted in this Agreement and those limited occasions the site is required for use by the U.S. Government.
2. Use of the West Parcel by Arlington County shall be conducted in a manner consistent with that of a neighborhood park.

G. Improvements

Any improvements to the West Parcel to be funded by Arlington County shall be subject to the appropriation of funds by the County Board of Arlington County, Virginia.

1. All proposed improvements and subsequent changes to the West Parcel by Arlington County shall be submitted to and approved by GSA and DOS prior to presentation to neighborhood organizations. Submission for review and comment shall also be made to the National Capital Planning Commission (NCPC) when required by NCPC.

2. Arlington County plans for improvements on the West Parcel shall provide for the needs of the DOS, such as parking lot and tunnel lighting, access controls, etc., provided DOS has provided funding. All electrical wiring for any parking lot lighting shall be placed underground and the lighting fixture shall be subject to approval by Arlington County and DOS. Parking lot and tunnel lighting shall be separately metered, and billed to and paid for by the DOS. Funding for these items shall be the responsibility of the DOS. The operation of parking lot and tunnel lighting shall be limited to times of official use by DOS. Control of the lighting and access to the West Parcel on such occasions shall be the responsibility of DOS.
3. All funding for improvements shall be provided by Arlington County, including but not limited to, the jogging/bike trail, parking area, picnic area, athletic field(s), and shelters, with the exceptions noted in Section T.G.2 of this Agreement.
4. Arlington County shall maintain and repair the picnic shelter, playground equipment, small maintenance shed and rest room facilities, unless otherwise approved in writing by GSA and DOS. There shall be no lighted ball fields on the site.
5. Improvements shall be consistent with a neighborhood park, and shall not reduce the ability of DOS to park one hundred-twenty six (126) vehicles on the West Parcel.
6. Any related off-site improvements around the area (access ways, pedestrian crosswalks, sidewalks, and street lighting, etc.) desired by Arlington County are the responsibility of Arlington County.
7. The construction of all development on the West Parcel shall be the responsibility of Arlington County with the exception of those items identified in this Agreement to be funded by DOS. The current BOCA Code, all Arlington County building codes, and all applicable Federal requirements, including, but not limited to, Federal handicapped criteria applicable to the site, shall be followed.
8. Arlington County shall place all new and relocated utilities underground, unless otherwise approved by GSA and DOS.
9. Arlington County shall provide for storm water management of the area, subject to Arlington County and applicable Federal requirements. Plans and calculations shall be submitted to GSA and DOS for review and approval.

H. [Intentionally Left Blank]

I. Police Service and Security

1. Police services for the West Parcel are under the concurrent jurisdiction of GSA, DOS, Arlington County and the Commonwealth of Virginia. Since most use of the West Parcel will be for Arlington County activities, Arlington County shall patrol the West Parcel regularly, except during Federal use as otherwise provided for in this Agreement.
2. Security for the West Parcel shall be the responsibility of Arlington County, except as indicated in Section I.E.1.
3. Official Federal use of the West Parcel shall be subject only to Federal Law and Regulations at those times scheduled for exclusive Federal use.
4. DOS may require its uniformed officers to patrol the West Parcel when it is using the site.

J. Fire and Emergency Service

1. Fire and emergency services shall be subject to the policy applicable to other Federal property located in Arlington County in effect at the time.

K. Liability

1. Arlington County agrees not to seek funds from the Federal government to cover the cost of Arlington County repairs of any damage resulting from Arlington County activities conducted on the West Parcel.
2. The Federal government agrees not to seek any funds from Arlington County to cover the cost of Federal government repairs of any damage resulting from Federal activities conducted on the West Parcel.

L. Unilateral Termination

1. GSA and DOS reserve the right to terminate this Agreement for the West Parcel unilaterally prior to its expiration for compelling reasons, as determined by GSA and/or DOS at their sole discretion. Arlington County reserves the right to terminate this Agreement for the West Parcel unilaterally prior to its expiration for compelling reasons, as determined by Arlington County. Termination shall be subject to one hundred-eighty (180) day notice, except in the case of an emergency.

II. East Parcel

A. Description

1. The "East Parcel" is the main portion of the NFATC site located east of George Mason Drive.

2. The area identified as “East Parcel” is delineated by the boundaries shown on the attached drawing of the site, labeled Exhibit A.
3. The East Parcel includes an existing tunnel which runs under George Mason Drive.

B. Ownership

1. The United States Government, acting through GSA and DOS, agrees to permit Arlington County use of the jogging/bike trail, and to provide easements for the water, sanitary, and sewer lines which pass through the East Parcel.
2. If use of the bike trail negatively impacts on the operations of DOS, Arlington County and DOS shall work together to resolve the problem.

C. Jogging/Bike Trail

1. DOS shall maintain a ten (10) foot wide paved jogging/bike trail on the East Parcel from the top of the steps leading from the tunnel under South George Mason Drive to South Quincy Street, as shown on the NFATC Phase 3 drawings.

D. Arlington County Use

1. The bike trail shall be accessible to the public during the hours of operation of the West Parcel, subject to Section II.B.2.
2. Public use of outdoor recreation facilities on the East Parcel shall be allowed subject to control by DOS.
3. Occasional scheduled public use of facilities such as the auditorium that satisfy the community and DOS shall be allowed subject to terms consistent with 40 U.S.C., Section 490(a)(17), of the Public Buildings Act of 1959.

E. Water, Sanitary and Storm Sewer Lines

1. The Federal government shall record a deed of easement in the land records of Arlington County transferring to Arlington County ownership of all sanitary sewer main lines on the East Parcel, the storm sewer facilities which carry off-site flows through the East Parcel, and the portion of the new water main between the existing mains and new water meters along the Arlington Boulevard service drive and South George Mason Drive which will serve the East Parcel.
2. The County shall be responsible for the maintenance of these facilities and the cost of such maintenance. Except in emergencies, Arlington County shall provide DOS advance notice of any work and/or special access needed to perform work to maintain the systems.

3. DOS shall retain responsibility for maintaining the water lines on the East Parcel south and east of the water meters located on Arlington Boulevard and South George Mason Drive and the sanitary sewer branch lines.

F. Storm Water Management Facilities Serving DOS

1. DOS shall be responsible for the maintenance of the on-site storm water management facility. This facility consists of the storm management basin located at the extreme southern part of the East Parcel, the controlled outlet structure at the basin, and the network of pipes which carry on-site storm water to the basin.

G. Frontage Improvements

1. Arlington County has provided all off-site improvements identified below in Section II.G.2. along the NFATC frontage on the Arlington Boulevard service drive.
2. Off-site improvements along the Arlington Boulevard frontage include enhancement of the existing concrete sidewalk using ten (10) foot paver panels every thirty (30) feet, street trees and coach street lights.

H. Police Service and Security

1. Police services for the East Parcel are under the concurrent jurisdiction of GSA, DOS, Arlington County and the Commonwealth of Virginia.
2. Security for the East Parcel shall be exclusively the responsibility of the DOS.

I. Fire and Emergency Service

1. Fire and emergency services shall be subject to the policy applicable to other Federal property located in Arlington County in effect at the time.

J. Liability

1. The Federal Government accepts responsibility for all Federal activities conducted at the East Parcel.
2. Arlington County accepts responsibility for all Arlington County activities conducted at the East Parcel.

ATTACHMENT 1 - VICINITY MAP



Amendment of MOU with GSA and DOS regarding joint recreational use of property at NFATC