

United States Department of the Interior

NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION
1100 OHIO DRIVE, S. W.
WASHINGTON, D.C. 20242

L30(NZR-LUCE)

30 SEP 1985

Ms. Vola Lawson
City Manager
City of Alexandria
Alexandria, Virginia 22315

Dear Ms. Lawson:

Permission has been requested by the City of Alexandria for a 25-year permit to enable the City to develop, manage, and maintain Jones Point Park upon parkland of U.S. Reservation 404V, Section 1, in Alexandria, Virginia.

In accordance with 16 United States Code, Sections 5 and 79, and National Park Service implementing regulations, Title 36, Code of Federal Regulations, Part 14, permission is granted to occupy said parkland to develop, operate, and maintain Jones Point Park for a period of 25 years. Consistent with the implementing regulations, no interest granted shall be greater than this permit (complete with enclosed conditions entitled "Enclosure 1, Permit Conditions, Permit Numbered ~~5-800-0593~~"), which is revocable at the discretion of the Regional Director, National Capital Region, National Park Service.

Land ownership shall be retained by the Federal Government. Further, the National Park Service will retain responsibility and management for the two community garden plots, the Lighthouse, and the District of Columbia Boundary Marker.

The City of Alexandria and the National Park Service have jointly prepared a "Development Concept Plan and Environmental Assessment for Jones Point Park." The plan and assessment were approved by Alexandria City Council on February 12, 1985, and by the National Capital Planning Commission on August 1, 1985.

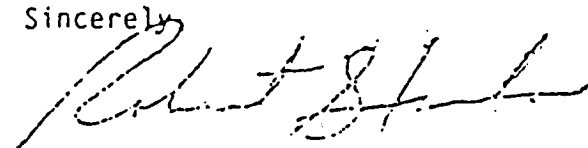
The proposed development and use of this parkland will be in accord with the City of Alexandria/National Park Service "Development Concept Plan and Environmental Assessment", dated April 1984, as amended, affixed to and a part of this permit (Attachment 1). Any deviation, modification or amendment to

this by the City of Alexandria must be approved by the Regional Director, National Capital Region,, prior to its implementation upon permitted parklands.

Permission for the occupancy of Jones Point Park by the City of Alexandria will commence on October 1, 1986, and expire on September 30, 2011.

Notice of any decision to revoke or surrender this permit shall be made in writing 90 days prior to the effective date of revocation or abdication.

Sincerely,


Regional Director, National Capital Region

Enclosures

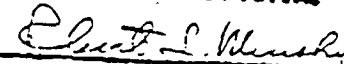
ACCEPTED AND AGREED to this

4th day of November, 1986

By: 

Title: City Manager

Approved as to form:


City Attorney

UPON THE ACCEPTANCE OF THE CONDITIONS CONTAINED IN THIS PERMIT, INDICATED BY THE APPROVAL OF THE PERMITTEE IN THE SPACE PROVIDED, AND THE RETURN OF THE DUPLICATE COPY PROPERLY EXECUTED TO THIS OFFICE, THIS LETTER BECOMES A PERMIT FOR THE WORK DESCRIBED. RETURN SIGNED COPY TO:

LAND USE COORDINATION
NATIONAL CAPITAL REGION
NATIONAL PARK SERVICE
1100 OHIO DRIVE, S.W., ROOM 201
WASHINGTON, D.C. 20242

Enclosure 1

Permit Conditions, Permit Number 6:800:0193

1. The City of Alexandria, hereinafter referred to as the permittee, agrees to be fully responsible for development, management, maintenance, performance, use and safety for the area within Jones Point Park, except for the community garden plots, the Lighthouse, and the District of Columbia Boundary Marker. During the development and use of this parkland, as provided in the "Development Concept Plan and Environmental Assessment", hereinafter referred to as the Plan, the permittee shall:

- a) Consolidate parking under the Woodrow Wilson Bridge, off of National Park Service property, and restore four asphalted areas on the parklands to grass, one area to be partly a multi-use recreation area for such activities as volleyball and horse shoes. Consolidated parking under the Woodrow Wilson Bridge will be for park and recreation use and will not be used by the permittee for uses such as storage of goods and materials or parking of City vehicles such as sanitation trucks or buses, but may be used for peripheral parking.
- b) Convert the seawall to a pedestrian walkway, with space provided for large vessel docking.
- c) Cooperate with Cook Inlet Region, Inc., Anchorage, Alaska, owners of the Ford Plant located at the northern boundary of Jones Point Park, to allow completion by Cook Inlet Region, Inc., of a waterfront loop bicycle trail as detailed in the provisions of an "Agreement to Exchange Easements between Cook Inlet Region, Inc., and the United States of America, dated February 1986", Attachment Number 2.
- d) Establish waterfront and woodland foot trails.
- e) Restore the wood-decked pedestrian walkway over existing Royal Street sewer outflow.
- f) Remove the chain-link fencing on the northern park boundary and retain the fencing along the western boundary adjacent to the community gardens.
- g) Additionally, the permittee will consider:
 - 1) Installing floating docks and ladders on the existing seawall to accommodate small visiting recreation boats on a short-term basis.
 - 2) Improving the main entrance of the park to make the entrance safer.

- h) Furthermore, the City Council has accepted the interim use of the Park Police Training Center by the Park Police until September 30, 1986. After September 30, 1986, the building will be used only for park purposes; the specific use shall be approved by the Alexandria City Council and the National Park Service.
- i) We note that the proposed tot lot and additional memorial to Margaret Brent have been dropped from the plan.
2. The permittee agrees to provide emergency vehicular access for fire and safety to the Jones Point Lighthouse. Vehicular access may be a combined bicycle/emergency vehicle pathway; construction material shall be sufficient to support emergency vehicles.
 3. Scheduled activities and special uses of Jones Point Park will be controlled by the permittee. The National Park Service shall be allowed use of the facilities at Jones Point Park without any fees or charges for special events, volunteer services, and other National Park Service programs. Such National Park Service use will be coordinated in advance with the permittee.
 4. The permittee shall cooperate with the National Park Service and any other permittee(s) the National Park Service authorizes to preserve, repair, and interpret the Jones Point Lighthouse or Boundary Marker. No financial commitment is necessary.
 5. All archeological resources shall remain property of the National Park Service. Any archeological investigations, surveys, digs, or other archeological activities must be approved in writing by the National Park Service prior to the start of such activities.
 6. Until concurrent police jurisdiction is established, all law enforcement will remain the responsibility of the National Park Service. Thereafter, responsibility for law enforcement shall be jointly held by the permittee and the National Park Service.
 7. Location, design and construction of all facilities in Jones Point Park must be approved by the National Park Service. If, after a period of 45 days from receipt of design and construction drawings, the National Park Service has not provided comment to the permittee, the permittee may assume approval and proceed with facility construction.
 8. Jones Point Park shall be open to the public without regard to residency. User fees may be levied in accordance with the permittee's established Policies and Regulations Governing the Use of Public Park Facilities and Equipment.

9. All signs must be approved in writing by the National Park Service before installation. If, 30 days after receipt of request for sign approval, the National Park Service has not provided comment, then the permittee may assume approval and proceed with installation of the sign.

10. No trees or understory growth may be cut or removed without the written permission of the National Park Service. If, 30 days after receipt of a request for such cutting or removal, the National Park Service has not provided comment, then the permittee may assume approval and proceed with cutting or removal. Written permission is not required for removal of dead tree branches, or dead, fallen, diseased, or injured trees, or trees that may reasonably be considered as endangering life or as presenting an imminent threat of injury to persons or physical damage to property, but, whenever possible, the National Park Service shall be consulted prior to removal of any such trees or branches. This provision does not apply to routine mowing and similar grounds maintenance.

11. The permittee agrees to be fully responsible for all construction work it initiates. To the extent that the work is performed by non-government persons or organizations, the permittee shall require such persons or organizations to whom or to which it contracts any work to obtain, in addition to any other form of insurance or bonds required under contract specifications pertaining to the project, insurance of the following kinds and amounts for the protection of the permittee and the United States:

With respect to operations performed by the contractor, Contractor's Public Liability and Property Damage Liability Insurance providing for a limit of not less than \$500,000 for all damages arising out of bodily injury to or death of one person, and subject to the limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries of death of two or more persons in any one accident, and for a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total or aggregate limit of not less than \$200,000 for all damages arising out of injury to or destruction of property during the policy period.

If any part of the work is subcontracted, similar insurance shall be obtained by or in behalf of the subcontractor to cover the subcontracted work.

The United States of America shall be named as an additional insured on all such policies. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder, and such insurance policies shall be assumed by, be for the account of, and be at the insurer's sole risk. The contractors and subcontractors shall indemnify, save and hold harmless and defend the United

States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity in connection with activities under this permit. The insurance policies specified in this section shall be with an insurance company acceptable to the parties hereto and authorized to do business in the Commonwealth of Virginia. All such policies shall provide that they shall not be canceled or materially changed without at least 10 days prior written notice being given to the permittee and the National Park Service with a certified copy of the said policies.

12. Permittee shall meet annually with the National Park Service to discuss its planned activity schedule and to coordinate future park development. The permittee and the National Park Service shall meet once every 5 years, or as otherwise requested, to review land use developments within the permitted area, their effects on park operations, and the need for mitigating measures.

13. The permittee hereby agrees to repair roads, fences, and trails that may be destroyed or impacted by the existence of this recreational facility to the same condition the roads, fences, and trails were at the commencement of this permit.

14. The permittee will not interfere with the management and administration by the United States of the lands surrounding this permitted area.

15. This permit shall not give the permittee any estate of any kind in the land assigned. The interest granted is a permit in accordance with National Park Service regulations.

16. It is agreed and understood that any significant deviation from the Plan shall be reported to the National Park Service. No action shall be taken on any unforeseen contingencies not covered by this permit without the written permission of the National Park Service. Any changes in the Plan must be approved in writing by the National Park Service prior to their taking effect.

17. Parkland may not be dredged or filled without the written permission of the National Park Service. No dumping, or depositing of or storing of any type of spoil or hazardous or toxic waste, or materials shall be allowed.

18. In the event of conflict between the provisions of this permit and any contract with the permittee, or with a contractor or subcontractor, the provisions of this permit shall supersede and prevail over the provisions of any other contract.

19. At the termination or revocation of this permit, all improvements, structures, and facilities in Jones Point Park become the property of the National Park Service.

20. This permit may be renewed at or before the time of its expiration date by mutual consent of the permittee and the National Park Service.

21. The permittee shall comply with the following requirements:

a) The permittee shall not discriminate in the selection of participants for any work or program undertaken pursuant to this permit on the grounds of race, creed, color, sex, or national origin, and shall observe all the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000 (d) et seq.).

b) If the use of the parkland covered by this permit will involve the employment by the permittee of a person or persons, the permittee agrees, in accordance with Executive Order No. 11246 of September 24, 1965, as amended, as follows:

(1) The permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The permittee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the National Park Service setting forth the provisions of this nondiscrimination clause.

(2) The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the National Park Service, advising the labor union or workers' representative of the permittee's commitments under Section 202 of Executive Order No. 11246, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The permittee will comply with all provisions of Executive Order No. 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The permittee will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to books, records, and accounts by the National Park Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

22. Nothing contained in this permit shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this permit for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

23. No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this permit, or to any benefit to arise therefrom. Provided, however, this prohibition shall not be construed to extend to any incorporated company if the share or part or benefit is for the general benefit of the corporation or company.

24. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

25. All requests and correspondence concerning this permit shall be addressed to:

- 1) Regional Director
National Capital Region
National Park Service
1100 Ohio Drive, S.W.
Washington, D.C. 20240
- 2) City Manager
City of Alexandria
Alexandria, Virginia 22313