

**LICENSE AGREEMENT
BETWEEN THE
CITY OF ALEXANDRIA, VIRGINIA, AND
THE ALEXANDRIA SEAPORT FOUNDATION**

THIS AGREEMENT is made this _____ day of _____, 2025, by the City of Alexandria, a municipal corporation of Virginia ("Licensor"), and the Alexandria Seaport Foundation, a nonprofit, tax-exempt organization ("Licensee").

WHEREAS, Licensee desires to (i) operate two floating barges described in section 15 below (the "Barges"), which will contain workshops, classrooms, office and meeting space, and may include exhibit space and a gift shop, permanently docked at the Alexandria Marina in the City of Alexandria, Virginia, (ii) have use of the adjacent unnumbered slip directly west of slip E7 ("Slip"), and (iii) have use of the approximately 1200 square foot grassy parcel of land directly south of Seaport Center I Barge for boat maintenance and display space; and

WHEREAS, Licensor owns the Alexandria Marina, which is suitable for docking such Barges; and

WHEREAS, Licensor is willing to permit Licensee to use the Alexandria Marina for docking purposes and for program staff, apprentice, volunteer, supporter, and visitor access in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Representations. By executing this agreement, Licensee warrants that it is the legal owner and operator of the Barges and is authorized to enter into this Agreement.
2. Applicability of City, State and Federal Law. This agreement is subject to Title 6,

Chapter 3 of the Alexandria City Code and all applicable provisions of federal, state and local law. Licensee agrees to comply with the criminal, fire, health and safety laws of the City of Alexandria and the Commonwealth of Virginia pertaining to the operation of the Barges and use of the adjacent land and the Slip. Licensee shall permit officers and employees of the City of Alexandria charged with the enforcement of such laws to board and inspect the Barges for the purpose of enforcing such laws, with reasonable notice to Licensee. Licensee hereby agrees to permit periodic inspection of the Barges by code enforcement inspectors of the City of Alexandria, and to remedy to the extent practicable all deficiencies and unsafe conditions found by such inspectors.

3. Rules and Regulations. Licensee shall comply with all applicable rules and regulations of the City of Alexandria, including the Rules and Regulations of the Alexandria Marina, which are set forth in Attachment A to this Agreement and incorporated by reference into this Agreement as if fully set forth herein. Licensee shall also comply with any rules and regulations of the City or of the Alexandria Marina that are adopted subsequent to the execution of this Agreement, unless such rules are manifestly unreasonable in their application to Licensee. Licensor shall advise Licensee of all updates to rules and regulations that are applicable to Licensee before the updates take effect.
4. Insurance. Licensee shall certify to the satisfaction of Licensor that Licensee and the Barges are covered by:
 - a. liability insurance in an amount not less than \$1,000,000 per person per occurrence and \$3,000,000 in the aggregate, which insures Licensee against claims of personal injury and property damage arising from the negligent use or operation of the Barges by Licensee or Licensee's agents and employees;

- b. insurance in the amount of not less than \$1,000,000 per occurrence, which insures Licensee, or any agent or employee of Licensee, against claims of damage to property of the City of Alexandria caused by (i) the use or operation of the Barges by Licensee or any agent or employee of Licensee, and (ii) any casualty or event involving the Barges, or any agent, employee, invitee or guest of Licensee; and
- c. wreck removal insurance to cover the cost of removing one or both of the Barges should it/they sink or become awash, and Licensor shall be named beneficiary of such policy.

Licensee agrees to maintain such insurance coverage throughout the term of this agreement, and to furnish evidence to Licensor of such coverage prior to the effective date, and throughout the term, of this agreement. In addition, Licensor shall be named on the liability insurance policy required by subsection (a) as an additional insured.

5. Indemnification. Subject to the dollar limitations set out in subsection 4(a), and apart from and in addition to any insurance coverage, Licensee agrees to indemnify and hold harmless Licensor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorneys' fees), and against any losses, resulting from or arising out of any bodily injury or property damage caused, in whole or in part, by any act or omission of Licensee or any of its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Barges while located within or approaching or departing the Alexandria Marina, except to the extent such injury or damage is caused by the negligence of Licensor or its officers, employees, or agents.
6. Waiver of Licensor's Liability. By executing this Agreement, Licensee expressly

acknowledges and agrees that Licensor and its officers, employees, and agents shall not be liable to Licensee or to any of its employees, agents, invitees, licensees or guests for any bodily injury or property damage sustained by any of them while on Licensee's Barges or while at or on the Alexandria Marina, or for any property damage to Licensee's Barges sustained while the Barges are located within or are approaching or departing the Marina, except to the extent such injury or damage is caused by the negligence of Licensor or its officers, employees, or agents.

7. Grant and Term of License.

- a. In exchange for the consideration described herein, Licensor grants permission to Licensee to dock the Barges at berths ("Berths") located at 0 Thompson's Alley in the Alexandria Marina and shown on the attached plat (Attachment B).
- b. The term of this license shall be five (5) years from July 1, 2025 through and including June 30, 2030.
- c. Licensee hereby certifies that it has obtained permission from the U.S. Army Corps of Engineers and the National Park Service to permanently dock the Barges at the Berths, which are located in waters owned by the government of the United States. Attached hereto as Attachment C is a copy of the project authorization for Seaport Center I issued for Project No. 97-1677 by the U.S. Army Corps of Engineers (Norfolk District, Northern Virginia Regulatory Section) dated November 13, 1997. Attached hereto as Attachment C is a copy of the project authorization for Seaport Center II from the U.S. Army Corps of Engineers (Norfolk District, Northern Virginia Regulatory Section) (NAO-2024-02225/VMRC# 24-V2000), dated November 12, 2024. Attached hereto as

Attachment D is a copy a letter from the National Park Service, dated December 10, 1997, granting to Licensee permission to dock the Seaport Center I Barge at the Berth. In the event that one or more of these authorizations is revoked or terminated during the term of this Agreement, Licensee (i) shall immediately notify Licensors in writing, (ii) shall remove the affected Barge(s) from the Berth(s) within a reasonable period and (ii) shall be considered in default, entitling Licensors to terminate the Agreement in accordance with the provisions of section 10, below.

8. License Fee. Licensee shall pay to Licensors a license fee in the amount of \$250 before the date this License Agreement takes effect pursuant to paragraph 7.b for berthing the Barges at the Alexandria Marina in exchange for use of the Berths for the term of this Agreement.
9. Limitations upon use of Berths.
 - a. Use of the Berths shall be dependent upon the scheduling of dredging, pier construction and other waterfront construction and harbor improvements by Licensors. If the City requires the temporary removal of the Barges to facilitate non-emergency dredging or construction, it will work with Licensee to find a suitable alternate location for the Barges and provide Licensee with reasonable notice of not less than sixty (60) days prior to the requested temporary removal.
 - b. Licensors' Director of the Department of Recreation, Parks and Cultural Activities or his designee shall notify the Director of Licensee of the scheduling of visiting vessels and waterfront activities.
 - c. No alcoholic beverages shall be served aboard the Barges at functions open to the

general public without first obtaining the necessary permits/licenses from applicable governing authorities and providing copies to Licensor.

10. Notice for Substantial Crowds. Licensee shall give Licensor written notice of all classes, meetings or other special events that will or are likely to attract a substantial crowd. For the purposes of this section, a substantial crowd shall be defined as more than 100 people in any three-hour period.
11. Assignment. Licensee may not assign this License without the consent of Licensor, which consent may or may not be granted at Licensor's sole discretion.
12. Termination. In the event that Licensee violates any of the terms of this Agreement, Licensee shall be considered in default. If such default continues for thirty (30) days after Licensee has received written notice of the default, then this Agreement may be terminated, effective immediately, by Licensor. Notwithstanding the above, Licensor shall have the right to terminate this Agreement, effective immediately, in the event that Licensee shall be adjudicated as bankrupt, or if a receiver is appointed in a legal proceeding of any kind to take possession of the assets of Licensee, or if any creditor of Licensee shall seize, take possession of or foreclose upon one or both Barges. Licensor shall also have the right to terminate this Agreement, effective immediately, if Licensee fails to maintain all of the types of insurance required by section 4 of this Agreement.
13. Removal. If this license is terminated, Licensee shall remove the Barges from and cease utilizing the Berths and any alternate docking facility owned by Licensor within thirty (30) days of termination. If it becomes necessary for Licensor to remove or cause the removal of the Barge through any legal proceeding, or otherwise, then Licensor shall be entitled to recover all costs incurred in conjunction with the removal and with such

proceeding, including attorney's fees, from Licensee and any successor in interest in ownership or possession of the Barges, and such liability shall be joint and several.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
15. Description. The Seaport Center I Barge is floating platform 42 feet in length and 30 feet in width. It is approximately 20 feet tall at its highest point. The Seaport Center II Barge is a floating platform 63 feet in length and 40 feet in width. It is approximately 23 feet tall at its highest point.
16. Use of Barges. The Barges shall be used to carry out Licensee's apprentice program for young adults with significant barriers to employment and educational opportunities. Space will include workshops, classrooms, and office and meeting space and may include Alexandria Maritime History exhibit space and a gift shop.
17. Fuel. The Barges shall not take on gasoline or other fuel when they are docked at the Berths.
18. Provisions, Operation and Appearance.
 - a. Licensee agrees to provision the Barges at such time and in such manner as to minimize the adverse impact upon businesses, their invitees and guests, and members of the general public on or adjacent to the Alexandria Marina. Licensee shall require all vendors and service personnel who supply goods or render services to the Barges, or who engage in any activity related to the use or maintenance of the Barges, to use the loading zone in Thompson's Alley and to make every effort to avoid use of the walkways and deck adjacent to the Torpedo Factory and restaurant buildings for such activities.

- b. At all times, Licensee shall maintain the Barges in such a manner as to keep them neat and orderly in appearance, with their operating systems functioning in good working order.
- c. Licensee shall not engage in any activity which results in visual clutter, excessive noise, foul odors, the accumulation of litter or debris on the shore areas adjacent to the Berths, the Founders Park piers or in the waters adjacent to the Berths, or such other conditions which Licensor may, in its sole discretion, deem inconsistent with the use and enjoyment of the Alexandria Marina. No music, amplified sound, machine noise or any other noise from the Barges shall be audible at North Union Street at any time.
- d. Licensee shall restrict the hours when facilities on the Barges are open to the public daily from 8 a.m. to 9 p.m. to accommodate classes or meetings. By written mutual agreement between Licensee and the Director of the Department of Recreation, Parks and Cultural Activities, or his designee, Licensee may remain open beyond 9 p.m. for special activities. Licensee will instruct its employees, invitees and guests to refrain from using lavatory facilities located in the Torpedo Factory and office buildings in the vicinity of the Barges. Licensee's employees, invitees and guests will receive access to the City Marina Boater restrooms under the Chart House.
- e. Licensee shall not place any signs, advertisements or notices of any nature, on any part of the exterior portion or any bulkhead, window or door of the Barges, or on any part of the dock of the Alexandria Marina, without Licensor's consent and without such sign, advertisement or notice complying with all applicable law,

including the City of Alexandria Zoning Ordinance, which shall be deemed applicable to the Barges for the purposes of this section.

- f. No more persons may occupy each Barge at any one time than the occupancy limit established by the City's fire department. At no time shall occupancy of either or both Barges exceed posted occupancy limits.
- g. Licensee shall undergo a crime prevention survey by the Alexandria Police Department within 15 days of the date that this License is finally executed, or by such other date as may be mutually agreed upon by the parties to this License, and shall implement all crime prevention procedures and devices recommended in the survey report.
- h. Licensee may make boats available, for use by the apprentices, Licensee staff, volunteers, and donors, including traditionally designed rowing and small sailing boats. In making such boats available for use, Licensee shall adhere to the Virginia Department of Wildlife Resources Safety Procedures for Small Boats (Attachment E).
- i. Licensee may display brochures and informational material about programs and facilities available on the Barges, and about the Alexandria Seaport Foundation, in the brochure rack located on the Torpedo Factory North Pier.

19. Utility and Service Cost.

- a. Licensee shall pay the actual cost of all utilities consumed or utilized by the Barges.
- b. Licensee shall arrange, with the cooperation of Licensor, and bear the expense of having electric meter(s) or submeter(s) installed by Dominion Energy. Upon the

expiration or termination of this agreement, the electric meter(s) shall become the property of Licensor. However, if Licensor requests removal of the electric meter(s) upon the termination or expiration of this agreement, Licensee, at its sole expense, shall remove it/them within ten (10) days of such request, or within such later time as may be prescribed by Licensor. If Licensee fails to remove the electric meter(s) within the prescribed time, Licensor may remove or cause the removal of the electric meter(s), and Licensee shall pay to Licensor all costs incurred in effecting such removal within thirty (30) days of Licensor's provision of written notice of the costs.

20. Refuse. Licensee shall arrange and pay for the prompt and continuous collection and removal from the Founders Park Piers and waterfront areas adjacent to the Barges of all litter, debris and refuse generated by the Barges and its employees, agents, invitees, licensees or guests. If Licensee fails to fulfill its obligations under this section, as determined by Licensor in its sole discretion, Licensor may arrange and pay for such collection and removal of litter, debris and refuse. Licensee shall, upon demand by Licensor, reimburse Licensor for expenses incurred for such collection of refuse within thirty (30) days of Licensee's receipt of a billing statement issued by Licensor and itemizing such expenses. Licensor shall be responsible for providing written notice to Licensee of such violations and allow Licensee twenty-four (24) hours to rectify such violations before arranging and paying for such collection and removal of litter, debris, and refuse.

21. Capital Improvements and/or Maintenance, Repair, or Replacement.

- a. At any such time as Licensor requires access to waterfront infrastructure and assets or improvements which require the relocation of one or both Barges or related support structures and infrastructure, Licensor may require removal and relocation of one (1) or both Barges, floating pier(s), gangway(s), above or below grade utility infrastructure or any other associated materials ("Relocated Material") to an interim location. Licensor will work with Licensee to find a reasonable interim location for the Barge(s) where Licensee can relocate during the time Licensor needs to complete its work and Licensor will use reasonable efforts, in its sole discretion, to limit the impact on Licensee in prosecuting such work. Such relocation shall be for the duration of maintenance or construction activities. Licensee is responsible for the removal and relocation of the Relocated Material, at no cost or liability to Licensor.
- b. The timing associated with the removal and relocation of Relocated Material shall be formally documented in writing between Licensor and Licensee. Licensor will use its best efforts to provide Licensee with updates on the planning and the design of piers, marina infrastructure, or any repairs or improvements on Licensor property and infrastructure to be constructed on the adjacent City-owned property. Except for emergency circumstances, Licensor shall give Licensee at least 60 days written notice and if practicable given the circumstances Licensor will give Licensee 12 (twelve) months written notice of its intention to remove or relocate Relocated Material.
- c. Licensee shall allow Licensor access to perform maintenance and conduct any necessary preparations in the area consistent with this License to facilitate design

and engineering activities in the implementation of proposed waterfront and flood mitigation improvements or other maintenance and improvements required for maintenance, repair, or replacement of waterfront elements including, but not limited to, piers, shoreline features and all related and adjacent infrastructure.

Licensee understands that maintenance and/or potential design and engineering activities may result in temporary or long-term disruption of Licensee's operations, including Relocated Material. It shall be the responsibility of Licensee to coordinate temporary utility service as needed.

- d. The timing of interim disruptions to operations, including utility connections, and the relocation of Relocated Material shall be formally documented in writing between Licensors and Licensee. Licensors will use its best efforts to provide the applicant with updates on the planning and the design of any capital improvements to be constructed, or maintenance activity, on the adjacent City-owned property.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LICENSEE:

ALEXANDRIA SEAPORT FOUNDATION
a nonprofit, tax-exempt organization

By: _____
Debra Roepke
Title: Executive Director

LICENSOR:

THE CITY OF ALEXANDRIA, VIRGINIA, a
municipal corporation of the Commonwealth
of Virginia

By: _____
James Parajon, City Manager

Approved as to form:

Shawn Lassiter, Assistant City Attorney

Attachment A – City Marina Rules & Regulations
Attachment B – City Marina Diagram
Attachment C – US Army Corp Permits
Attachment D – NPS Letter
Attachment E – Seaport Foundation Rules for Small Boats