

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2016 - 18**

**SUBJECT: APPROVAL OF MURCH ELEMENTARY SCHOOL
MEMORANDUM OF UNDERSTANDING (MOU) FOR LEASE OF
UNIVERSITY ATHLETIC FIELD**

WHEREAS, pursuant to D.C. Code § 38-1202.01 (a) (2001 ed.), the Board of Trustees possesses all powers necessary or convenient to accomplish its statutorily prescribed objects and duties, including the power to make, deliver, and receive deeds, leases and other instruments and to take title to real and other property in its own name; and

WHEREAS, pursuant to 8B DCMR §2101.1 the President of the University, subject to the approval of the Board of Trustees, is authorized and empowered to rent any building or land belonging to the University or under jurisdiction of the President, or any available space therein, whenever such building, land or space is not then required for the purpose for which it was acquired; and

WHEREAS, the purpose of this memorandum of understanding (MOU) is to lease one of the University's athletic field as "swing space" for trailers, along with walkways and other necessary facilities during the planned Murch Elementary School renovation project; and

WHEREAS, the MOU has been negotiated on a basis most favorable to the University with due consideration to maintenance and operation efficiency, and the MOU terms and conditions are normal and customary for agreements of this type, and are consistent with prevailing scales in the community for comparable fields;

THEREFORE, BE IT RESOLVED, that the Board of Trustees authorizes the President of the University to enter into a MOU of use of one athletic field located at the University's Van Ness Campus at 4200 Connecticut Ave. NW, for a period of twenty-seven (27) months subject to the following conditions:

1. The District will maintain the same level of security that exists at the current Murch Elementary School campus once the school is relocated to the UDC Campus;
2. The cost of removal for any District Facilities will be borne by the District if there is a need to repair the geothermal wells located on the District Premises;
3. The fence height for the fence that will be constructed around the perimeter will be the same fence height that is typically used at elementary schools, specifically Lafayette Elementary; and


4. Reasonable charges for Parking will be established for the twenty-five (25) unreserved parking spaces that are to be used by Murch employees who will have access to the UDC Van Ness Campus garage.

Approved by the Executive Committee:

March 22, 2016

Ratified by the Board of Trustees as amended per attached revision of Article XIV:

May 5, 2016


Elaine A. Crider
Chairperson of the Board

**Proposed Amendment to the Memorandum of Understanding between
UDC/DCPS/DGS**

Replace current Article XIV language with the following:

XIV. RESOLUTION OF DISPUTES

The Parties to this MOU shall use their best efforts to resolve any disputes arising from this MOU. The Parties agree that in the event that a dispute between the Parties cannot be resolved, the matter shall be referred to JAMS, an alternative dispute resolution service, for non-binding mediation. Within ten days of notification of a dispute, the Parties will contact JAMS and request that it submit to the Parties a panel of ten mediators. The Parties will select a mediator from this list by mutual agreement. If within five (5) days after receipt of the list, a mediator has not been agreed upon, the Parties will alternately strike names from the list and the last remaining name shall be selected as the mediator. The mediator shall facilitate negotiated resolution of disputes between the Parties and may evaluate the relative merits of the claims and defenses, but will not have power to impose a solution or decision. The University of the District of Columbia agrees to bear all mediation costs and fees, exclusive of DCPS/DGS attorney's fees, in an amount not to exceed \$20,000.