

Southwest Soccer Stadium Community Benefits Agreement

This Southwest Soccer Stadium Community Benefits Agreement (“Soccer Stadium CBA”) is made and executed on this 1st day of December 2014, by and between the Near SE/SW Community Benefits Coordinating Council (CBCC) and DC Stadium LLC (“DC United”), for the benefit of the residents of Neighborhood Advisory Commission 6D (“ANC6D”), and shall be incorporated by reference into Bill 20-805, (“Stadium Act”) which authorizes a new soccer stadium and improvements to the Buzzard Point waterfront area in Southwest, Washington, DC.

Recitals

WHEREAS, the Buzzard Point Community and other organizations and residents of ANC6D have identified a number of significant needs associated with Buzzard Point;

WHEREAS, there is a pending Stadium Agreement between the District of Columbia (the “District”) under which DC United may build a new soccer stadium and mixed use development in Buzzard Point and along the Buzzard Point waterfront area;

WHEREAS, this pending Stadium Agreement between the District and DC United does not prioritize or direct benefits to the residents of ANC6D to remedy the needs they have identified;

WHEREAS, the community desires to enter into a community benefits agreement (“CBA”) with DC United to address as many of those needs as can reasonably be undertaken during the 30-year life of the Stadium Agreement;

WHEREAS, CBCC is a nonprofit organized to create and negotiate community benefits agreements for large developments in ANC6D, which includes Buzzard Point;

WHEREAS, CBCC is comprised of local resident associations and councils, business and community leaders, and various groups that sufficiently represent the interests of ANC6D;

WHEREAS, CBCC has the full support of the ANC6D Commission for the creation of a CBA as it relates to the Stadium Agreement;

NOW THEREFORE, in consideration of receipt of full support from CBCC as outlined in the provisions in Section IV below, for a new DC United Soccer Stadium to be located in Buzzard Point and additional improvements to the Buzzard Point waterfront area in Southwest Washington, D.C., the parties hereto agree to execute this Soccer Stadium CBA as follows:

I. Definitions

A. Stadium Agreement - shall refer to the agreements between the District of Columbia and the DC United Major League Soccer Team to build a new soccer stadium, along with other planned mixed development, in the Buzzard Point community, and along the Buzzard Point waterfront.

B. DC United – shall refer to the DC United Stadium LLC, the proposed developer of the stadium.

C. District of Columbia – shall include all District agencies, government offices, entities, and agents contracted to work for the benefit of and under the oversight of City Council and/or the Mayor.

D. Parties – shall refer to each signatory to this Agreement, including ANC6D Commissioners.

II. Responsibilities of DC United

- A. If the soccer stadium is built and for so long as it is occupied by the DC United soccer team, DC United shall implement for the next 30 years the following education and recreation provisions, and/or such other new and equivalent successor programs to benefit the children and families residing in ANC6D, including, but not limited to:
1. Continuing its United Soccer Club program at Amidon-Bowen Elementary, which was launched at that location in the fall of 2013, and has had an average enrollment of 30-40 students per session. Although a DC Scores soccer program currently exists at Jefferson Academy Middle School (“Jefferson”), DC United shall commit to offer that program to Jefferson students should DC Scores discontinue its programming at Jefferson.
 2. Once the team has finalized its programming under the DC United Foundation to support the promotion of childhood literacy and healthy lifestyles, it shall commit to partner with Amidon-Bowen Elementary School and UNITY Health Clinic in Southwest to implement the program on an annual basis.
 3. Implement the “DC Kicks for Kids” program at Jefferson Academy Middle School for Jefferson Academy Middle School students to receive free game tickets;
 4. Bi-annually identify qualified and skilled ANC6D residents ages 8-18 for invitation to sports clinics to qualify for scholarships to the DC United Training Program.
 5. Provide scholarships to sponsor up to 25 low-income children ages 5-17 to attend a weeklong DC United summer day camp.
 6. Annually, purchase one full-page advertisement in each edition of the local “Southwester” newspaper, or its successor community newspaper should the “Southwester” be discontinued, at a minimum cost of \$625.00. Such costs shall be capped at a maximum annual fee of \$10,000.00 (Ten Thousand dollars).
 7. Provide a minimum of three (3) community days for use of the new DC United stadium facility(ies) for registered not-for-profits as coordinated by the CBA Enforcement Committee in the ANC6D community during reasonable hours Monday through Sunday when not in use by the DC United Major League Soccer Team, its MLS affiliates, or other contracted entities. This use shall be subject to the stadium’s availability and to an undertaking by that NPO to reimburse DC United for all applicable costs of operation, including, but not limited to: lighting, heating, security, staffing, catering, and similar operational costs.

8. DC United shall collaborate with the DOES to provide young adults age 16-25 who are domiciled in ANC6D:
 - a. A maximum of 12 summer youth jobs through the Summer Youth Workforce Program (SYEP); and
 - b. A maximum of 12 seasonal jobs to learn about the sports and entertainment industry.
9. Partner with CBCC and other locally- involved organizations, including the area Business Improvement Districts (BIDs) to engage ANC6D residents for outreach for employment and training (eg. career fairs, pre-apprenticeship training, hospitality and retail training).
10. Although overlapping events are unlikely to occur, DC United agrees to use commercially reasonable best efforts to coordinate all at-home games, sports expeditions, and other contracted events to avoid overlapping with at-home games and events scheduled at the Washington Nationals baseball team stadium.
11. Upon request and subject to availability, DC United will provide free meeting room space for use by non-profit organizations within ANC6D.
12. Once D.C. United has a vendor agreement in place for concessions at the new soccer stadium, the team shall commit to discussing opportunities for licensed food vendor space for residents in the Buzzard Point area that is consistent with the concessions partners' operations.
13. DC United shall use reasonable best efforts to ensure that the selected Food & Beverage Concessionaire provide at a minimum, eight (8) stadium events for CBCC or a NPO identified at a later date to operate a concession stand to support fundraising efforts in support of specific Southwest community projects including the establishment of the new Southwest Community Foundation. The financial terms will be negotiated at a future date between CBCC and the selected Food & Beverage Concessionaire.
14. Contingent upon DC United identifying a sponsor to support a partnership arrangement with a healthcare provider, the team shall commit to facilitating introductions between the CBCC, the District of Columbia, and other stakeholders regarding a possible healthcare facility and delivery of health care services to the residents in the soccer stadium area (eg: Urgent Care Facility).
15. Limit the use of fireworks and other explosive displays after 11 pm, Monday- Friday, and midnight Saturday- Sunday. In the case that an event arises to have a fireworks display later than the above mentioned times, DC United will inform the neighborhood of such instances.
16. Implement in good faith management and construction practices to reduce and mitigate airborne dust and other contaminants during and after construction.

III. Monitoring, Timelines, and Enforcement

- A. There shall be assigned a CBA Enforcement Committee comprised of representatives from the District, DC United, and CBCC which shall hold regular (monthly, quarterly, etc.) meetings to ensure the provisions of this CBA are executed in a timely manner and to oversee the coordination of NPO events at the stadium. Such CBA Enforcement Committee shall make recommendations as necessary to ensure the end of fulfilling each directive. In addition, such CBA Enforcement Committee shall meet to receive advisement and recommendations from CBCC and ANC6D Commissioners during the construction phase.
- B. DC United agrees to appoint _____ as its initial representative to serve as the community liaison to ensure the regular, timely monitoring and enforcement of this Agreement.
- C. CBCC agrees to appoint Felicia Coutts as its initial representative to serve as the CBA community liaison to ensure the regular, timely monitoring and enforcement of this Agreement.
- D. DC United shall execute and perform each provision outlined in Section II within a reasonable period of time from the date of the stadium opening, but not less than five (5) years from the date of this signed Agreement.

IV. CBCC Support Obligations

In light of DC United's commitments set forth in this Agreement, CBCC will strongly support the concept plan for the new soccer stadium by DC United. Therefore, CBCC shall execute the following support efforts on behalf of the Buzzard Point Agreement between the City and DC United:

- A. At DC United's request, send a letter in unqualified support of the new soccer stadium the appropriate Agency, including but not limited to ANC6D and the District of Columbia Zoning Commission, prior to the consideration of all approvals for the soccer stadium.
- B. If requested by DC United during the term of this Agreement, send a letter in support of other development approvals to the City Council and any other governmental entity specified by DC United.
- C. CBCC shall work with DC United to prepare a collaborative media strategy regarding shared support for the new soccer stadium. CBCC will, upon request, present testimony in support of the new soccer stadium and shall help DC United to gain the full support of the ANC6D community.
- D. Notwithstanding the above requirements, CBCC retains the right to make public comments regarding project approvals that suggest changes in aspects of the documents and approval terms being considered, so long as such comments are consistent with the letter and spirit of the provisions of this Soccer Stadium CBA. CBCC agrees that before making such public

comments, they shall use its best efforts to address the issues in question with DC United during CBA Enforcement Committee meetings.

V. Indemnification, Right to Revoke, Termination

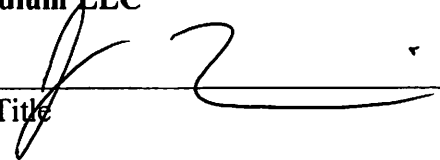
The parties agree that DC United will perform or cause to have performed the functions set forth herein at its expense and agrees to hold CBCC and its officers and agents harmless from any expenses incurred by DC United with respect to the above-referenced provisions.

- A. This Agreement shall be binding on each of the parties hereto and their respective personal representatives, executives, agents, attorneys, principals, agents, and assigns.
- B. The parties agree that full and adequate consideration has been given by each party hereto and each party acknowledges the sufficiency and adequacy of said consideration.
- C. The parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the parties.
- D. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- E. This Agreement will remain in full force and effect for a period of thirty (30) years except that it can be terminated in writing under the following circumstances:
 - 1. CBCC and DC United may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it;
 - 2. The bankruptcy and/or insolvency of Major League Soccer or the DC United Major League Soccer Team or of DC United; or
 - 3. The relocation of the DC United Major League Soccer Team outside of the District of Columbia.
- F. At the end of the thirty year term, with agreement from the parties and/or their designated representatives, this Agreement may be renewed under the same and/or any subsequent modified terms and conditions for an additional thirty-year term.
- G. If any term, provision, or clause within this Agreement shall be determined by a court of competent jurisdiction to be invalid, void, or unenforceable, only that particular term, provision, or clause shall be nullified. The remainder of the Agreement shall continue to be in full force and effect.
- H. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

WITNESSETH our hands and seals, given this _____ day of _____
2014.

DC Stadium LLC

By: _____
Name, Title



Near SE/SW Community Benefits Coordinating Council (CBCC)

By: _____
Name, Title

In conjunction with Neighborhood Advisory Commissioner 6D

By: _____
Name, Title – On behalf of ANC6D