



**PARKS & RECREATION ADVISORY COMMISSION
MEETING AGENDA
September 19, 2024**

**George L. Gordon, Jr., Government Center
1300 Courthouse Road
Conference Room 275 (2nd Floor)**

Call to Order (Room B)	7:00 pm
Silent Roll Call	7:00 pm
Approval of Minutes • August 15, 2024	7:01 pm
Public Comments (3 minutes each)	7:05 pm
Unfinished Business • Autumn Ridge Tennis Courts (<i>Brion Southall</i>)	7:15 pm
New Business • Stafford Soccer Agreement	7:25 pm
Liaison Reports • Planning Commission Liaison • School Board Liaison	7:35 pm
Commission Member Comments	7:40 pm
Director's Report	7:50 pm
Adjournment	8:00 pm

**PARKS & RECREATION ADVISORY COMMISSION
REGULAR MEETING MINUTES**

Thursday, August 15, 2024

The Stafford County Parks & Recreation Advisory Commission held its regular monthly meeting Thursday, August 15, 2024, at The George L. Gordon, Jr., Government Center. The meeting was called to order at 7:00 PM by Jay Rucker.

SILENT ROLL CALL

<u>Members</u>	<u>Present</u>	<u>Absent Reported</u>	<u>Absent Not Reported</u>	<u>Staff</u>	<u>Guests</u>
Vincent Applewhite			A	Derrick Carr	
Matthew Cavalier			A	Judy Sokolowski	
Stephanie DeMarco	P			Darin Ramey	
Eric Futrell	P				
Christopher (CW) Reed	P				
Jay Rucker	P				
James Tully	P				
<i>Martin Martinez, PC</i>			A		
<i>Dr. Elizabeth Warner, SB</i>	P				
Voting members in bold					

APPROVAL OF MINUTES

- The minutes from the July 18, 2024, meeting were unanimously approved with changes.

PUBLIC COMMENTS

- None.

UNFINISHED BUSINESS

- Autumn Ridge Tennis Courts
Tabled until the Autumn Ridge HOA votes on transferring the property to the County.

NEW BUSINESS

- Belmont Park Recommendation
After discussion, C. W. Reed motioned, and James Tully seconded, to support the Board of Supervisors in continuing negotiations with the developer of Belmont Park to expand park and recreational amenities, even if the developer builds and manages these additional amenities and services. Motion carried unanimously.

LIAISON REPORTS

- Planning Commission Liaison (Martin Martinez) N/A

- School Board Liaison (Dr. Elizabeth Warner)
 - Appreciates what parks and recreation does and coordination with the schools to provide valuable assets to our community
 - Transportation issues due to new software; issues are being resolved

COMMISSION MEMBER COMMENTS

- C. W. Reed
 - Said good things are going on and appreciates staff; district discussion in Hartwood District about the pool at Curtis Park and the hours of operation; talked with Brion Southall and understand staffing issues, as lifeguard staff has gone back to school.
 - Daughter here tonight; she is preparing for a new competitive gymnastics season and headed for Nashville for the next competition
- Eric Futrell
 - Thanked staff for fine job they do, especially during the summer; fine job on fields; received no emails from citizens
- Jay Rucker
 - Asked if permits had been issued for the dog park at Mountain View. Darin Ramey said the construction contract goes to the Board of Supervisors on 8/20/24
 - Will be out of town for next month's meeting

DIRECTOR'S REPORT (Derrick Carr)

- Summer Camps finished last week; we served over 1623 kids this summer in all camps; great staff and one of the hottest summers; kids love Curtis Park Camp
- Hired 132 seasonal employees this year
- Registrations:
 - Flag Football: 695; tried to have girls' league, but only 18 registered; will try again
 - Sideline Cheer: 73
 - Field Hockey: 85
 - Volleyball: 277
- Upcoming Special Events
 - Fall Festival at Pratt Park on 10/5/24
 - Christmas Tree Lighting at the Government Center, 12/6/24

ADJOURNMENT

The meeting adjourned at 7:21 PM.

:jls

Stafford County Agreement for Youth Soccer Programs

This Stafford County Agreement for Youth Soccer Programs ("Program Agreement") is entered into this _____ day of _____, 2019~~24~~, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and Stafford Area Soccer Association, Inc. on the following terms and conditions.

1. Definitions.

As used in this Program Agreement, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Program Agreement, the term "Association" shall mean:

Stafford Area Soccer Association, Inc.

ATTENTION: ~~Sean Harrigan~~Victor Fuster, President

235 Garrisonville Road, Suite 102

Stafford, Virginia 22554

PHONE: 540-657-0734

EMAIL: Office@staffordsoccer.com

2. Agreement Documents.

The Agreement Documents consist of this Program Agreement, together with Exhibit A attached hereto titled, "Stafford Area Soccer Association Scope of Services," and any future amendments that may be entered into and agreed upon by the County and the Association (collectively, "Agreement Documents" or "Agreement").

Where the terms of this Program Agreement vary from the terms and conditions of the other Agreement Documents, the terms and conditions of this Program Agreement shall take precedence over any other Agreement Document. The Agreement is not valid unless executed by a duly-authorized agent of the Association and the County.

3. Provision of Services.

The Association shall administer and operate as part of their overall operation, the Academy Division and Recreational Division Soccer Programs ("Youth Soccer Programs") as described in Exhibit A ("Services") in accordance with the terms and conditions of the Agreement Documents. For the purposes of the Agreement the using department shall be the Stafford County Department of Parks, Recreation and Community, Facilities, and Tourism.

4. Agreement Term.

The period of the Agreement shall be for five (5) years from the date the Program Agreement is executed and accepted by the County.

5. Fees, Payment, and Reporting Requirements.

(a) The Association shall pay the County a participation fee per child each season to offset the Department's costs associated with Programs' administration and field maintenance. The County reserves the right to reduce or increase the participation fee based on participation numbers or season. The

Association shall submit payment to the County on or before April 30 for the spring season and September 30 for the fall season. The payment schedule for additional seasons shall be paid on the dates established by the Department and notice of such dates will be provided to the Association prior to the start of each additional season.

(b) The Association shall provide documents along with payment of participation fees to include the following information:

- (1) Roster information containing first names and zip codes of participants in the Youth Soccer Programs that season; and
- (2) Background certifications of all employees, subcontractors or volunteers participating in the Youth Soccer Programs that season as required in Paragraph 22; and
- (3) Certifications for any person that will provide Services on school property that season as required in Paragraph 23.

(c) If any payments or documents provided to the County are inaccurate or incomplete, the County may find the Association in default of the Agreement in accordance with Paragraph 10, and the County may exercise any and all legal remedies under the Agreement.

6. Assignability of the Agreement.

It is mutually understood and agreed that the Association shall not assign, transfer, convey, sublet or otherwise dispose of its contractual duties to any other person, firm or corporation, without the previous written consent of the Board of Supervisors. In no case shall such assignment of the Agreement relieve the Association from its obligations or change the terms of the Agreement.

7. Non-Appropriation of Funds.

Any obligation of the County to pay compensation or provide resources to the Association pursuant to the Agreement is subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Agreement beyond the amount appropriated for payment obligations under the Agreement. The County will provide Association with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisors, but failure to give such notice shall be of no effect and the County shall not be obligated under the Agreement beyond the date of non-appropriation.

8. Termination for Convenience by the Association

The Association may terminate the Agreement upon giving written notice to the County at least 120 days prior to such date of termination. If the Association terminates the operation and maintenance of the Youth Soccer Programs, the operation of the Youth Soccer Programs by the Association on County property shall cease.

9. Termination for Convenience by the County.

(a) The parties agree that the Board of Supervisors may terminate the Agreement, the Services or any portion thereof, from time to time either in whole or in part, whenever the County Administrator of Stafford County determines that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Association, and specifically set forth the effective date of termination.

(c) When termination for the convenience of the County is a provision of the Agreement, the Association shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors shall make all reasonable efforts to mitigate damages which may be suffered. Failure to

include such provisions shall bar the Association from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

10. Termination for Default.

If, through any cause, the Association fails to fulfill in a timely and proper manner its obligations under the Agreement or if the Association violates any of the covenants, agreements, or stipulations of the Agreement, and with exception of the Association's failure to pay the County in accordance with Paragraph 5 or gross negligence, such failure or violation continues for a period beyond thirty (30) days following written notice from the County of the same, the County shall have the right to terminate the Agreement in accordance with the procedure set forth in Paragraph 26(b), Disputes. No cure period shall be afforded to the Association for failure to pay the County in accordance with Paragraph 5 or gross negligence.

Termination of the Agreement for Cause does not relieve the Association of liability to the County for damages sustained by the County by virtue of any breach of Agreement by the Association until such time as the exact amount of damages due to the County from the Association is determined.

11. Payment to Subcontractors.

The Association is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Association by the County for work performed by any subcontractor under this Agreement:

- (a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
- (b) Notify the County and the subcontractor, in writing, of the Association's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Association is obligated to pay interest to the subcontractor on all amounts owed by the Association to the subcontractor that remain unpaid after seven days following receipt by the Association of payment from the County for work performed by the subcontractor under the Agreement, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of one percent per month.

The Association shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Association's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. An Agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual, their social security number.

12. Examination of Records.

- (a) The Association agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after expiration of the Agreement, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Association involving transactions related to the Agreement.
- (b) The Association further agrees to include in any subcontract for more than \$10,000 entered into as a result of the Agreement, a provision to the effect that the subcontractor agrees that the County or any duly

authorized representative shall, until the expiration of five (5) years after expiration of the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such subcontractor involved in transactions related to such subcontract, or the Agreement. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Agreement or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

13. Compliance with Laws.

The Association shall comply with all applicable federal laws, laws of the Commonwealth of Virginia, and all County ordinances, regulations, and requirements.

14. Authorization to Conduct Business in the Commonwealth.

If the Association is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any business entity described above that enters into a contract or agreement with Stafford County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement. Stafford County may void any contract or agreement with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

15. Employment Discrimination Prohibited.

During the performance of the Agreement, the Association agrees to not discriminate against the Association's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

16. Employment of Unauthorized Aliens Prohibited.

In accordance with Virginia Code § 2.2-4311.1, as amended, the Association acknowledges that it does not, and shall not during the performance of this Agreement in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the Federal Immigration Reform and Control Act of 1986.

17. Drug-Free Workplace.

During the performance of the Agreement, the Association agrees to provide a drug-free workplace for the Association's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

18. Nondiscrimination Clause.

In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

19. Association Status.

The Association is an independent contractor and neither the Association nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Agreement be construed to create any legal corporation or partnership between the

parties. The Association is solely responsible for the employment, selection, management, and supervision of its participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The County will not provide to the Association any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

20. Service Warranty.

The Association agrees to:

- (a) Furnish Services at the times and places and in the manner and subject to conditions in Exhibit A, provided that the County may reduce the Scope of Services at any time.
- (b) Allow Services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate the Association for any services not rendered in strict conformity with the Agreement.
- (c) Stipulate that the presence of Department staff shall not lessen the obligation of the Association for performance in accordance with the Agreement requirements, or be deemed a defense on the part of the Association for infraction thereof.

21. Insurance.

- (a) In addition to any other forms of insurance or bonds required in the Agreement Documents, the Association shall provide and maintain the following insurance.

(i) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Association from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia. Workers' compensation insurance is required when a contractor has three or more employees. Employer's Liability Insurance is required if a contractor has employees who are paid a wage or salary.

(ii) **Automobile Liability:** A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Association in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

(iii) **Comprehensive General Liability:** Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Agreement.

(iv) **Sexual Misconduct and Molestation Liability:** Sexual Misconduct and Molestation Liability coverage in a stand-alone policy or included in the Comprehensive General Liability Insurance, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

- (b) Additional insurance provisions include:

(i) **Additional Insured:** The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."

(ii) **Liability Insurance "Claims Made" basis:** If the liability insurance purchased by the Association has been issued on a "claims made" basis, the Association must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Association must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the Agreement. This certificate shall evidence a "retroactive date" no later than the beginning of the Association's or subcontractor's work under the Agreement, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

(iii) **Excess or Umbrella Liability Policy:** Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

(c) The Association shall provide 30 days' notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.

(d) The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

(e) The Certificate of Insurance must be supplied to the Department at the time of Agreement's execution and annually thereafter.

22. Background Checks

(a) On an annual basis, the Association is required to conduct National Criminal Background Checks for all current and future employees and/or volunteers who will interact with or directly supervise minors, the mentally or physically disabled, elderly, other persons unable to care for themselves, and other participants of programs and events under this Agreement. A National Criminal Background Check is defined as one that searches at minimum, all 50 states official repositories for state police reports or an FBI national background check.

(b) The Association shall submit a notarized letter to the Department stating the criminal records checks have been completed and there were no incidents, arrests or convictions of criminal offenses including, but not limited to, murder, abduction, sexual assault, failing to secure medical attention for an injured child, crimes against nature involving children, taking indecent liberties with children, neglect of children, obscenity involving children, illegal sale, distribution or possession of a controlled substance, as defined by federal and Virginia law.

(c) The notarized letter and any supporting information documenting compliance with these requirements shall be provided to the Department Director prior to the execution of the Agreement, and prior to each season, in accordance with the provisions in Paragraph 5.

(d) Failure to comply with this requirement will be grounds for termination of the Agreement.

23. Operations on School Property

In accordance with Virginia Code § 22.1-296.1 (c), if the Association conducts Services or other activities that require interaction with students on school property during either regular school hours or school sponsored activities, the Association must provide certification that all persons who will provide such Services have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. The certification documenting compliance with this requirement shall be

provided to the Department prior to the execution of the Agreement and prior to each season, in accordance with the provisions in Paragraph 5.

24. Reporting Requirements.

The Association shall promptly report to the Department any known violations of the Virginia Code, Stafford County Code, or the County's Human Resource Policy Guidelines for Anti-Harassment and Discrimination, which shall include, but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence and stalking that involve a participant, vendor, Department staff, or other contractor, association, or volunteer in connection with a County-sponsored activity or event. For purposes of this section, a "known violation" shall mean a violation or an allegation of a violation the Association, its officers, employees, agents or volunteers, are aware of or have reasonable cause to believe is taking place or may have taken place.

25. Indemnification

(a) General Indemnification. The Association must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against any and all claims, demands, losses, or actions at law or in equity of every nature whatsoever that may arise out of or be caused by any act or omission of the Association or any of its officers, employees, or agents, in conducting its Youth Soccer Programs as defined in Exhibit A. The Association understands and assumes the risks normally associated with operating the Youth Soccer Programs. As used in this paragraph, a claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Association must, at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the claim. If, related to a claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Association must, at its own expense, satisfy and discharge the same. The Association expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Association, does not limit the Association's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Agreement.

(b) Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. The Association will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases, the Association must obtain the County's prior written consent before entering into such settlement or resolution.

(c) No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Association. To the extent any promise or term contained in this Agreement, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Agreement and of no effect.

26. Disputes.

(a) **Programs Operations.** Any dispute between the County and the Association as to the terms and conditions of Exhibit A shall be brought to the Department Director for a determination. The Association may appeal the Department Director's determination to the Stafford County Parks and Recreation Advisory Commission ("Commission") with ten (10) business days after receipt. The Commission shall review the Director's determination at its next regularly scheduled meeting, at which the Association shall be given an opportunity to rebut the determination and/or cure the default. The Commission shall issue a decision in writing stating the reasons for the action taken. The decision of the Commission may be appealed, in writing, within ten (10) business days after receipt, to the Stafford County Board of Supervisors. The decision of the Board of Supervisors shall be final, unless appealed by instituting legal action as provided by law.

Any dispute between the County and the Association as to the terms and conditions hereof or the performance of either party hereunder, not amounting to a determination of default, shall initially be heard by the Commission. The decision of the Commission may be appealed, in writing, within ten (10) days after receipt of the formal decision to the Board of Supervisors. The decision of the Board of Supervisors shall be final, unless appealed by instituting legal action as provided by law.

(b) **Contractual Disputes.** Any dispute concerning a question of fact as a result of the Agreement, with exception for disputes concerning Exhibit A, shall be decided by the County Administrator or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Association within 90 days of the receipt of the claim. The decision of the County Administrator or designee shall be final and conclusive unless the Association appeals the decision as provided in the Code of Virginia (1950, as amended). The Association may not institute a legal action prior to receipt of the County Administrator's or his/her designee's decision on the claim, unless the County Administrator or designee fails to render such a decision within the time specified.

(c) **Claims for Relief.** The Association's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or designee no later than 60 days after the final payment; however, written notice of the Association's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude the Association from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

27. Severability

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question, and the remaining provisions shall continue to be valid, binding, and in full force and effect.

28. Governing Law, Venue, Jurisdiction.

The Agreement and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Agreement or its performance must be brought in the applicable court of Stafford County or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

29. Entire Agreement.

The Agreement Documents set forth the entire Agreement between the County and the Association, and supersede any and all previous representations, understandings, discussions, or agreements between the County and the Association. The County and the Association agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Agreement Documents. Neither this Program Agreement nor any of the other Agreement Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

30. Notices.

Administration of the Agreement will be performed by the Department. Any questions pertaining to the Agreement shall be directed to the Department. Unless otherwise provided herein, all notices and other communications required by the Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery

service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Association:

Stafford Area Soccer Association, Inc.
ATTENTION: ~~Sean Harrigan~~ Victor Fuster, President
235 Garrisonville Road, Suite ~~102~~101
Stafford, Virginia 22554
Phone: 540-657-0734
Email: office@staffordsoccer.com

Contact information for the County:

~~Michael Morris~~ Brion Southall
Stafford County Parks, Recreation, ~~& Community~~ Facilities and Tourism
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Phone: 540-658-4230870/Fax: 540-658-4877
Email: ~~mmorris~~bsouthall@staffordcountyva.gov

31. Counterparts.

This Program Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

**STAFFORD AREA SOCCER
ASSOCIATION, INC.**

**STAFFORD COUNTY BOARD OF
SUPERVISORS**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Department: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. The Stafford Area Soccer Association ("Association") shall provide, administer, and operate as part of their overall operation, the Academy Division and Recreational Division soccer programs ("Youth Soccer Programs") for the benefit of the youth of Stafford County, Virginia, according to the following guidelines and principles:
 - A. The Recreational Division of the Youth Soccer Programs ("Recreational Programs") welcomes and places all participants on teams while providing every participant the opportunity to play one-half to three-quarters of every game. If it is not possible to provide every participant the opportunity to play one-half to three-quarters of every game, then the Association shall make every effort to make playing time equitable amongst all players.
 - B. Fun, good sportsmanship, ideals of fair play, and honesty shall be integral parts of the Youth Soccer Programs.
 - C. The Youth Soccer Programs shall be instructional in nature and teach the fundamentals of soccer.
 - D. The Youth Soccer Programs should be recreational in nature but may foster healthy competition so long as the nature of the competition does not interfere with the principles set forth in 1.A, 1.B, and 1.C above.
 - E. Only youth between 3 and 19 years of age shall have the opportunity to participate in the Youth Soccer Programs, provided there is enough infrastructure available and participants registered to meet the minimum requirements to administer each Youth Soccer Program. The Association may provide the Youth Soccer Programs to children of other ages upon County approval, such approval not being unreasonably denied. The Association shall not discriminate against any child because of race, religion, color, sex, or national origin.
2. The Stafford County Department of Parks, Recreation, ~~and Community Facilities~~ and Tourism ("Department") reserves the right to impose a reduction or elimination of any season if infrastructure is not available. A season shall consist of practices and games, and may also include a post-season playoff to be contained within a 12 week season from mid-March to mid-June for the spring season and mid-August to mid-November for the fall season. The County and the Association may engage in a combined summer camp series or other combined efforts for recreational purposes.
3. The Association shall be responsible for all costs and expenses in providing the Youth Soccer Programs, except those expressly made the responsibility of the County in this Agreement. The Association's expenses shall include, but not be limited to, equipment, compensation of officials, organization expenses, and insurance.
 - A. The Association may charge a reasonable registration fee for each child that participates in its Youth Soccer Programs.
 - B. The Association may also provide in its policies and procedures for sponsorships and may specify the charges.
4. The Association shall adopt policies and bylaws that include the operation of the Youth Soccer Programs and provide the Department with a copy of said Bylaws at the time of execution of the Agreement, and any amendments or revisions as approved by the Association. The Association shall follow all Department policies, including those that address weather-related events. Outside of exigent circumstances, the Association shall provide practice, game, and post-season playoff schedules to the Department with a target date of two weeks prior to the start of the respective event.

Updated schedules to address rain or other make-ups shall be provided to the Department as they are determined by the Association. The County shall monitor the Youth Soccer Programs through the Department's staff.

5. The Association shall, no later than November 30, submit a written report and a financial report, prepared by the Association Treasurer, or a certified public accountant if the position is vacant, to the Department of its activities (including, but not limited to, scholarship opportunities, and recreational practice, play, and tournament dates) during the current calendar year. The Association shall also provide the Department a copy of the previous year's tax return/Federal Form 990 by the November 30 deadline. The Association agrees to submit to an audit of the Youth Soccer Programs completed by a certified public accountant, when requested by the County and at the County's expense.
6. The Department shall cooperate with and make available to the Association a reasonable number of soccer fields, which are either owned or controlled by the County, for use by Youth Soccer Programs during the normal spring and fall seasons. Fields shall be available to the Association Monday through Saturday during each season for the Youth Soccer Programs. Fields shall be available to the Association for Sunday Youth Soccer Programs play on a limited, rotational basis as determined by the Department Director or his/her designee. The Department shall provide the Association with the number of fields available for use by the Association by January 15 (spring season) and June 15 (fall season). Field allocation will be based on the Association's previous year's participation level. The Association and the Department's Recreation Facility Coordinator shall meet prior to each season to schedule the use of the appropriate fields. Any decision regarding scheduling made by the Department staff shall be final, provided the Association is granted a full opportunity to provide input prior to the decision. The Association shall provide the Department's Recreation Facility Coordinator with a list of field locations to be used on the appropriate facility use forms and dimensions of fields by January 30 (spring season) and June 30 (fall season).
7. The Department shall provide a reasonable level of maintenance, subject to available funding, during the soccer season to the soccer fields it provides for use by the Association for its Youth Soccer Programs. On natural grass fields maintenance shall include aerating, fertilizing, mowing and provision of goals and nets. The Department shall also lay out and line the fields once at the beginning of each season. Thereinafter, the Association shall be responsible for lining the fields. The Association shall be assessed fees for additional layout and lining of fields after the initial layout and lining. On artificial turf fields the Department shall maintain the fields and provide suitable, secured soccer goals, anchors, and flags, in good repair, and nets for the goals.

August 2024 Staff Report
For September 19, 2024, Parks and Recreation Commission Meeting

Community Recreation, 55+ Active Adults, & Aquatics

- Held
 - 55+ Luau Specialty Lunch
 - 55+ Picnic in the Park
 - Macrame Plant Hanger Art Class
 - Mosaic Art Houses
- Upcoming
 - 9/5 - Labor Day BBQ Senior Lunch
 - 9/7 - Drool in the Pool @ Woodlands
 - Gym Walking @ Rowser
 - Knitted Infinity Scarf Class for 16+

Gymnastics

- Held
 - 7 Birthday Parties were held
 - 11 Tot Open Gym Sessions
 - Session #1 of school age, preschool, and Ninja Classes took place
- Upcoming
 - 9/21 – National Gymnastics Day Open House
 - Seven team coaches will attend the Virginia USAG State Meeting and Clinic in Virginia Beach

Parks

- Brooks Park District
 - Renovated baseball field @ Pratt
 - Lined football field @ Drew Middle School
 - Sprayed weeds @ Pratt and Melchers
 - Removed tree on power line and trail @ Brooks
 - Groomed diamond fields
- Chichester Park District
 - Made repairs to irrigation system
 - Lined football field at Brooke Point High School
 - Made repairs to fencing around fields 2-5
 - Hosted Senior Picnic in the Park with Community Recreation
- Curtis Park District
 - Painted lines @ Hartwood soccer field
 - Added alternate basket placements at 4 and 11 and replaced signage on Curtis Disc Golf course
 - Power washed the shelters
 - Finished painting the office and restroom exterior
 - Rebuilt 4 skate park ramps
- Duff Park District
 - Installed new flagpole light @ Duff
 - Removed grass from playground and baseball fields @ Duff
 - Fixed fence around septic and replaced rock house doors @ Aquia Landing
- Embrey Mill Park District
 - Had repairs made to fencing along the retaining walls behind field 7
 - Lined football fields at Rodney Thompson and H. H. Poole Middle Schools
 - Reattached hanging shingles over at Woodlands Pool
- Smith Lake Park District
 - Groomed/maintained synthetic fields
 - Made Government Island bridge repairs
 - Groomed/maintained diamond fields at Smith Lake and Patawomeck Parks
 - Cut athletic fields at Widewater Elementary School, Smith Lake Park, and Patawomeck Park

- Cut common grounds at Smith Lake, Patawomeck, Government Island Parks and the gateway sign area
- Trimmed/cut trails at Smith Lake and Patawomeck Parks
- Repaired irrigation, aerated and laid sod on rectangle fields, and cleaned up graveyard at Patawomeck Park
- Performed playground inspections
- Put compost and sand on Bermuda fields
- Added and leveled gravel in Government Island parking lot
- Cut Bermuda grass 3x times a week
- Cleaned shelters weekly for weekend rentals
- Willowmere Park District
 - Removed large hornets' nest by the porta johns
 - Repaired U12 soccer goals
 - Relined all soccer fields
 - Sprayed weeds @ YMCA property
 - Added clay to pitching mound, batter's box and fields 1-3
 - Cleaned up large limb due to storm damage

Sports and Facilities

- 8/5-9 – Multi-Sport Camp #3 @ Pratt Park; 23 participants
- 8/17 – NFL Flag Football and Sideline Cheer practices began; 703 NFL Flag participants, 75 Sideline Cheerleaders
- 8/18 – Field Hockey practices began; 87 participants
- 8/24 – Volleyball Practice began; 286 participants