



**PARKS & RECREATION ADVISORY COMMISSION
MEETING AGENDA
October 17, 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 September 19, 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 Swim Team Agreements Mark Lenzi Pool at Curtis Park and Woodlands Pool (<i>Brion Southall</i>)	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, September 19, 2024

The Stafford County Parks & Recreation Advisory Commission held its regular monthly meeting Thursday, September 19, 2024, at The George L. Gordon, Jr., Government Center. The meeting was called to order at 7:00 PM by Eric Futrell.

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	P			Brion Southall	Al Watkins
Matthew Cavalier	P			Judy Sokolowski	
Stephanie DeMarco			A		
Eric Futrell	P				
Christopher (CW) Reed		A			
Jay Rucker		A			
James Tully	P				
<i>Martin Martinez, PC</i>	<i>P</i>				
<i>Dr. Elizabeth Warner, SB</i>		<i>A</i>			
Voting members in bold					

APPROVAL OF MINUTES

- The minutes from the August 15, 2024, meeting were unanimously approved.

PUBLIC COMMENTS

- Al Watkins apologized for missing last month's meeting, expressed appreciation for the Commission's recommendation on the proposed Belmont Park property, and supported se of the property as originally proposed.

UNFINISHED BUSINESS

- Autumn Ridge Tennis Courts (Brion Southall)
The Homeowners' Association (HOA) is working on it; a two-thirds vote from the HOA is required, and the HOA needs to determine the best way to obtain votes via paper ballots or electronic means.

NEW BUSINESS

- Stafford Soccer Agreement
After review and discussion, Vincent Applewhite motioned, and Matthew Cavalier seconded, to recommend approval of the Stafford Soccer Agreement as written. Motion carried unanimously.

LIAISON REPORTS

- Planning Commission Liaison (Martin Martinez)
 - The Planning Commission is discussing where to put recreational amenities; encouraged the Parks and Recreation Commission to be mindful of the Planning Commission's agenda, plans; if they have questions, please ask.
 - Mr. Martinez was present at the Aquia Landing Playground opening, and his kids really enjoyed playing on the new equipment.
- School Board Liaison (Dr. Elizabeth Warner)-NA

COMMISSION MEMBER COMMENTS

- Vincent Applewhite
 - Apologized for missing the last meeting
 - Thanked staff for all they do
- James Tully
 - Thanked staff for all the youth activities in Stafford
 - Announced the Via Colori event will be held at the Stafford Airport this weekend
- Matthew Cavalier
 - Apologized for missing the last meeting
 - Went to the Aquia Landing Playground opening, and his kids really enjoyed it
 - Went to Chichester Park recently for a baseball game and expressed what a nice park it is; great playground
- Eric Futrell
 - Thanked staff for all of their hard work

DIRECTOR'S REPORT (Brion Southall)

- Thanks for being kind to staff
- Obtained the purchase order for a fee study; recommendations will align fees and provide suggestions for assisting youth and older adults who can't afford our programs to be able to participate
- Contractor for Mountain View Dog Park has applied for permits
- Obtain the purchase order for the new skateboard park at Brooks Park
- Preliminary work on the pickleball court conversion at Pratt Park reveals paving, asphalt, and concrete have become extremely expensive; the quote is \$40,000 over the project funding
- October 5 is the date for our Fall Festival at Pratt Park; highlight is the Pumpkin Derby; B101.5 will MC the event
- Applications for a data center and solar farm near Musselman Park have been submitted to the County; requested trail to go all the way around the data center and solar farm.

ADJOURNMENT

The meeting adjourned at 7:23 PM.

:jls



COUNTY OF STAFFORD

P.O. Box 339, 1300 Courthouse Road
Stafford, VA 22555-0339
Phone (540)658-8610 / Fax (540)658-5370

Department of Parks, Recreation,
Facilities and Tourism

10/3/24

CONTRACT NUMBER: 25-7111-3Q

Stafford County Agreement for Youth Recreational Swimming Program

This Stafford County Agreement for Youth Recreational Swimming Program ("Program Agreement") is entered into this _____ day of _____, 20205, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Curtis Park Swim Team 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 "Team" shall mean:

Curtis Park Swim Team
Gabriela Thomas, President
PO Box 275
Hartwood, VA 22471

2. Agreement Documents.

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

3. Provision of Services.

The Team shall administer and operate the Stafford County Youth Recreational Swimming Program at Mark Lenzi Pool at Curtis Memorial Park ("Swimming Program") 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, Facilities and Tourism Community Facilities.

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 Team shall pay the County fees set forth in Exhibit A for the Program's administration and operation. The County reserves the right to reduce or increase the participation fee based on participation numbers. The Department will invoice the Team by August 1, with payment being due by August 30.

(b) The Team shall provide documents as outlined in Paragraph 22 and Exhibit A, Paragraph 6.

(c) If any payments or documents provided to the County are inaccurate or incomplete, the County may find the Team 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 Team 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 Team 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 Team 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 Team 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 Team

The Team may terminate the Agreement upon giving written notice to the County at least 120 days prior to such date of termination. If the Team terminates the operation and maintenance of the Swimming Program, the operation of the Swimming Program by the Team 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 Team, 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 Team 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 Team 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 Team fails to fulfill in a timely and proper manner its obligations under the Agreement or if the Team violates any of the covenants, agreements, or stipulations of the Agreement, and with exception of the Team'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 25(b), Disputes. No cure period shall be afforded to the Team for failure to pay the County in accordance with Paragraph 5 or gross negligence.

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

11. Payment to Subcontractors.

In accordance with Virginia Code § 2.2- 4354, as amended, the Team is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Team 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 Team's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Team is obligated to pay interest to the subcontractor on all amounts owed by the Team to the subcontractor that remain unpaid after seven days following receipt by the Team 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 Team 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 Team'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 Team 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 Team involving transactions related to the Agreement.
- (b) The Team 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 Team 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 Team 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 Team agrees to not discriminate against the Team'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 Team 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 Team agrees to provide a drug-free workplace for the Team'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. Team Status.

The Team is an independent contractor, and neither the Team 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 Team 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 Team any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

20. Service Warranty.

The Team 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 Team 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 Team for performance in accordance with the Agreement requirements, or be deemed a defense on the part of the Team for infraction thereof.

21. Insurance.

- (a) In addition to any other forms of insurance or bonds required in the Agreement Documents, the Team 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 Team 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 Team 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 Team has been issued on a "claims made" basis, the Team 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 Team 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 Team'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 Team 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 Team is required to conduct National Criminal Background Checks for all current and future employees, subcontractors, and 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 Team 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.

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

23. Reporting Requirements.

The Team 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, Team, 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 Team, its officers, employees, agents or volunteers, are aware of or have reasonable cause to believe is taking place or may have taken place.

24. Indemnification

(a) General Indemnification. The Team 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 Team or any of its officers, employees, or agents, in conducting its Swimming Program as defined in Exhibit A. The Team understands and assumes the risks normally associated with operating the Swimming Program. 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 Team 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 Team must, at its own expense, satisfy and discharge the same. The Team expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Team, does not limit the Team'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 Team 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 Team 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 Team. 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.

25. Disputes.

(a) **Programs Operations.** Any dispute between the County and the Team as to the terms and conditions of Exhibit A shall be brought to the Department Director for a determination. The Team may appeal the Department Director's determination to the Stafford County Parks and Recreation Advisory Commission ("Commission") within ten (10) business days after receipt. The Commission shall review the Director's determination at its next regularly scheduled meeting, at which the Team 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 Team 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 Team within 90 days of the receipt of the claim. The decision of the County Administrator or designee shall be final and conclusive unless the Team appeals the decision as provided in the Code of Virginia (1950, as amended). The Team 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 Team'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 Team'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 Team 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.

26. 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.

27. 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, Virginia, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

28. Entire Agreement.

The Agreement Documents set forth the entire Agreement between the County and the Team, and supersede any and all previous representations, understandings, discussions, or agreements between the County and the Team. The County and the Team 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.

29. 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 Team:

Curtis Park Swim Team
~~Gabriela Thomas~~
PO Box 275
Hartwood, VA 22471

Contact information for the County:

~~Michael Morris~~Brion Southall
Stafford County Parks, Recreation, ~~Facilities and Tourism & Community Facilities~~
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Phone: 540-658-4~~230870~~/Fax: ~~540-658-4877~~
Email: ~~morris~~bsouthall@staffordcountyva.gov

30. 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.

CURTIS PARK SWIM TEAM

**STAFFORD COUNTY BOARD OF
SUPERVISORS**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Department: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. The Curtis Memorial Park Swim Team ("Team") shall provide, administer, and operate the Stafford County Youth Recreational Swimming Program at Mark Lenzi Pool at Curtis Memorial Park ("Swimming Program") for the benefit of the youth of Stafford County, Virginia, and shall be conducted according to the following guidelines and principles:
 - A. Fun, good sportsmanship, ideals of fair play, and honesty shall be integral parts of the Swimming Program.
 - B. The Swimming Program shall be instructional in nature and teach the fundamentals of competitive swimming.
 - C. The Swimming Program 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, and 1.B above.
 - D. Youth between the ages of 5 and 18 shall have the opportunity to participate in the Swimming Program, as established by the Team's bylaws, and the maximum number of participants established according to standard safety practices and meet requirements. The Team may allow children of other ages to participate in the Program with County approval; such approval shall not be reasonably denied. The Team shall not discriminate against any child or participant because of race, religion, color, sex, or national origin.
2. The Swimming Program shall, at a minimum, consist of one outdoor summer swim season per year.
3. The Team shall be responsible for all costs and expenses in providing, administering, and operating the Swimming Program, except those expressly made the responsibility of the County in the Agreement. The expenses assumed by the Team shall include, but not be limited to, equipment, compensation of coaches, organization expenses, and insurance. The Team may charge a reasonable registration fee for each participant. The Team may also provide for sponsorships and may specify the charges thereof in its policies and procedures.
4. Stafford residents shall have registration priority; non-residents may be accepted after residents are given adequate time to register. The County shall charge the Team the following fees:
 - A. \$14 per resident registrant and \$24 per non-resident registrant; and
 - B. Total rental cost for each lighting tower used at swim meets.

The Department will invoice the Team for the fees listed in 3.A and 3.B above by August 1, with payment being due to the County on August 30, as provided in Paragraph 5 of the Agreement.
5. The Team shall adopt policies and bylaws that include the operation of the Program and a requirement for background checks of all persons who have direct contact with youth. The Team shall provide its policies to the Stafford County Department of Parks, Recreation and Community Facilities ("Department"), and any amendment thereafter. Team shall follow all Department policies, including those that address use of Mark Lenzi Pool at Curtis Memorial Park. The County shall monitor the Swimming Program through the Department's staff.
6. Reporting Requirements
 - A. The Team shall, no later than April 15, submit to the Department: recreational practice, play, and tournament dates.

B. The Team shall, no later than July 30, submit to the Department:

- (1) A written report (including advertising and marketing mechanisms used to encourage youth participation;
- (2) Scholarship opportunities;
- (3) A financial report of its activities during the preceding calendar year, prepared by the Team Treasurer, or a certified public accountant if the Treasurer's position is vacant; and
- (4) A copy of the previous year's tax return Form 990.

6. The Team agrees to submit to an audit, completed by a certified public accountant, when requested by the County and at the County's expense.

7. The County shall cooperate with and make available to the Team pools that are either owned or controlled by the County for the purpose of the Program during the normal outdoor season. The Team and County staff shall meet by April 15 to schedule use of the appropriate pools. Any decision regarding scheduling made by County staff shall be final, provided the Team is granted a full opportunity to provide input prior to the decision being made. Requests or facility use outside the scope of this Agreement shall follow the Department's established policies and fees for facility use.

8. The maximum amount of swim practice and meet time are:

- | | |
|---|----------------|
| A. Practices (includes preseason and during the season) | 200 hours/team |
| B. Meets (includes one mock meet and three home meets) | 4 meets/team |
| C. End of Season Swim Party (one) | 3 hours/team |

9. Lifeguards are mandatory for all Team functions, including practices and meets. The Pool Manager and supporting Aquatics Staff will be scheduled for all Team functions, including practices and meets.

10. The County shall provide a reasonable level of maintenance during the swim team season to the pools that it provides for use by the Team. Such maintenance shall include, but not be limited to, water quality, decks, pool structure, and the availability and maintenance of restrooms.

11. The County shall provide suitable diving blocks and lane ropes in good repair for each lane.



COUNTY OF STAFFORD

P.O. Box 339, 1300 Courthouse Road

Stafford, VA 22555-0339

Phone (540)658-8610 / Fax (540)658-5370

Department of Parks, Recreation,
Facilities and Tourism

10/3/24

CONTRACT NUMBER: 25-7111-3Q_____

Stafford County Agreement for Youth Recreational Swimming Program

This Stafford County Agreement for Youth Recreational Swimming Program ("Program Agreement") is entered into this _____ day of _____, 202~~0~~⁵, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Woodland Wahoos Swim Team 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 "Team" shall mean:

Woodland Wahoos Swim Team

~~Emily Barten~~, President

P.O. Box 44

Garrisonville, VA 22463

2. Agreement Documents.

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

3. Provision of Services.

The Team shall administer and operate the Stafford County Youth Recreational Swimming Program at the Woodlands Pools ("Swimming Program") 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, ~~Facilities~~ and ~~Tourism~~Community Facilities.

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 Team shall pay the County fees set forth in Exhibit A for the Program's administration and operation. The County reserves the right to reduce or increase the participation fee based on participation numbers. The Department will invoice the Team by August 1, with payment being due by August 30.
- (b) The Team shall provide documents as outlined in Paragraph 22 and Exhibit A, Paragraph 6.
- (c) If any payments or documents provided to the County are inaccurate or incomplete, the County may find the Team 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 Team 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 Team 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 Team 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 Team 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 Team

The Team may terminate the Agreement upon giving written notice to the County at least 120 days prior to such date of termination. If the Team terminates the operation and maintenance of the Swimming Program, the operation of the Swimming Program by the Team 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 Team, 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 Team 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 Team 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 Team fails to fulfill in a timely and proper manner its obligations under the Agreement or if the Team violates any of the covenants, agreements, or stipulations of the Agreement, and with exception of the Team'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 25(b), Disputes. No cure period shall be afforded to the Team for failure to pay the County in accordance with Paragraph 5 or gross negligence.

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

11. Payment to Subcontractors.

In accordance with Virginia Code § 2.2- 4354, as amended, the Team is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Team 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 Team's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Team is obligated to pay interest to the subcontractor on all amounts owed by the Team to the subcontractor that remain unpaid after seven days following receipt by the Team 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 Team 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 Team'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 Team 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 Team involving transactions related to the Agreement.
- (b) The Team 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 Team 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 Team 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 Team agrees to not discriminate against the Team'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 Team 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 Team agrees to provide a drug-free workplace for the Team'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. Team Status.

The Team is an independent contractor and neither the Team 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 Team 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 Team any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

20. Service Warranty.

The Team 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 Team 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 Team for performance in accordance with the Agreement requirements, or be deemed a defense on the part of the Team for infraction thereof.

21. Insurance.

- (a) In addition to any other forms of insurance or bonds required in the Agreement Documents, the Team 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 Team 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 Team 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 Team has been issued on a "claims made" basis, the Team 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 Team 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 Team'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 Team 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 by April 15, the Team is required to conduct National Criminal Background Checks for all current and future employees, subcontractors, and 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 Team 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, by April 15 of each year of this Agreement. (d) Failure to comply with this requirement will be grounds for termination of the Agreement.

23. Reporting Requirements.

The Team 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, Team, 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 Team, its officers, employees, agents or volunteers, are aware of or have reasonable cause to believe is taking place or may have taken place.

24. Indemnification

(a) General Indemnification. The Team 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 Team or any of its officers, employees, or agents, in conducting its Swimming Program as defined in Exhibit A. The Team understands and assumes the risks normally associated with operating the Swimming Program. 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 Team 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 Team must, at its own expense, satisfy and discharge the same. The Team expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Team, does not limit the Team'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 Team 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 Team 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 Team. 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.

25. Disputes.

(a) **Programs Operations.** Any dispute between the County and the Team as to the terms and conditions of Exhibit A shall be brought to the Department Director for a determination. The Team may appeal the Department Director's determination to the Stafford County Parks and Recreation Advisory Commission ("Commission") within ten (10) business days after receipt. The Commission shall review the Director's determination at its next regularly scheduled meeting, at which the Team 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 Team 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 Team within 90 days of the receipt of the claim. The decision of the County Administrator or designee shall be final and conclusive unless the Team appeals the decision as provided in the Code of Virginia (1950, as amended). The Team 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 Team'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 Team'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 Team 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.

26. 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.

27. 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, Virginia, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

28. Entire Agreement.

The Agreement Documents set forth the entire Agreement between the County and the Team, and supersede any and all previous representations, understandings, discussions, or agreements between the County and the Team. The County and the Team 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.

29. 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 Team:

Woodland Wahoos Swim Team
Emily Barton, President
P.O. Box 44
Garrisonville, VA 22463

Contact information for the County:

Michael MorrisBrion Southall
Stafford County Parks, Recreation, **Facilities and Tourism & Community Facilities**
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Phone: 540-658-**42304870**/Fax: **540-658-4877**
Email: **mmorrisbsouthall**@staffordcountyva.gov

30. 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.

WOODLAND WAHOOS SWIM TEAM

**STAFFORD COUNTY BOARD OF
SUPERVISORS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Department: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. The Woodland Wahoos Swim Team ("Team") shall provide, administer, and operate the Stafford County Youth Recreational Swimming Program at Woodlands Pool ("Swimming Program") for the benefit of the youth of Stafford County, Virginia, and shall be conducted according to the following guidelines and principles:
 - A. Fun, good sportsmanship, ideals of fair play, and honesty shall be integral parts of the Swimming Program.
 - B. The Swimming Program shall be instructional in nature and teach the fundamentals of competitive swimming.
 - C. The Swimming Program 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, and 1.B above.
 - D. Youth between the ages of 5 and 18 shall have the opportunity to participate in the Swimming Program, as established by the Team's bylaws, and the maximum number of participants established according to standard safety practices and meet requirements. The Team may allow children of other ages to participate in the Program with County approval; such approval shall not be reasonably denied. The Team shall not discriminate against any child or participant because of race, religion, color, sex, or national origin.
2. The Swimming Program shall, at a minimum, consist of one outdoor summer swim season per year.
3. The Team shall be responsible for all costs and expenses in providing, administering, and operating the Swimming Program, except those expressly made the responsibility of the County in the Agreement. The expenses assumed by the Team shall include, but not be limited to, equipment, compensation of coaches, organization expenses, and insurance. The Team may charge a reasonable registration fee for each participant. The Team may also provide for sponsorships and may specify the charges thereof in its policies and procedures.
4. Stafford residents shall have registration priority; non-residents may be accepted after residents are given adequate time to register. The County shall charge the Team the following fees:
 - A. \$14 per resident registrant and \$24 per non-resident registrant; and
 - B. Total rental cost for each lighting tower used at swim meets.

The Department will invoice the Team for the fees listed in 3.A and 3.B above by August 1, with payment being due to the County on August 30, as provided in Paragraph 5 of the Agreement.
5. The Team shall adopt policies and bylaws that include the operation of the Program and a requirement for background checks of all persons who have direct contact with youth. The Team shall provide its policies to the Stafford County Department of Parks, Recreation and Community Facilities ("Department"), and any amendment thereafter. Team shall follow all Department policies, including those that address use of the Woodlands Pool. The County shall monitor the Swimming Program through the Department's staff.

6. Reporting Requirements

- A. The Team shall, no later than April 15, submit to the Department: recreational practice, play, and tournament dates.
- B. The Team shall, no later than July 30, submit to the Department:
 - (1) A written report (including advertising and marketing mechanisms used to encourage youth participation;
 - (2) Scholarship opportunities;
 - (3) A financial report of its activities during the preceding calendar year, prepared by the Team Treasurer, or a certified public accountant if the Treasurer's position is vacant; and
 - (4) A copy of the previous year's tax return Form 990.
- 7. The Team agrees to submit to an audit, completed by a certified public accountant, when requested by the County and at the County's expense.
- 8. The County shall cooperate with and make available to the Team pools that are either owned or controlled by the County for the purpose of the Program during the normal outdoor season. The Team and County staff shall meet by April 15 to schedule use of the appropriate pools. Any decision regarding scheduling made by County staff shall be final, provided the Team is granted a full opportunity to provide input prior to the decision being made. Requests or facility use outside the scope of this Agreement shall follow the Department's established policies and fees for facility use.
- 9. The maximum amounts of swim practice and meet time are:
 - A. Practices (includes preseason and during the season) 200 hours/team
 - B. Meets (includes one mock meet and three home meets) 4 meets/team
 - C. End of Season Swim Party (one) 3 hours/team
- 10. Lifeguards are mandatory for all Team functions, including practices and meets. The Pool Manager and supporting Aquatics Staff will be scheduled for all Team functions, including practices and meets.
- 11. The County shall provide a reasonable level of maintenance during the swim team season to the pools that it provides for use by the Team. Such maintenance shall include, but not be limited to, water quality, decks, pool structure, and the availability and maintenance of restrooms.
- 12. The County shall provide suitable diving blocks and lane ropes in good repair for each lane.

**September 2024 Staff Reports
for October 17, 2024, Parks and Recreation Commission Meeting**

Community Recreation, 55+ Active Adults, & Aquatics

- Classes and programs offered
 - 55+: Bingo, Bunco, Card Sharks, No Fall Akido, Tuesday Movies, Weekly Lunch, Wreath Making
 - Teens/Adults: Drool in the Pool, Functional Fitness, Gym Walking, Knitting, Memoir Writing, Art Classes, Yoga, Wreath Making
- Upcoming
 - 55+: Bingo, Bunco, Card Sharks, No Fall Akido, Tuesday Movies, Weekly Lunch
 - Teens/Adults: Adult/Pediatric First Aid/CPR/AED, Boho Decorated Slouchy Hat

Gymnastics

- Events Held
 - 8 Birthday Parties
 - 12 Tot Open Gym Sessions
 - Sessions 1 & 2 of gymnastics school age classes
 - Sessions 1 & 2 of gymnastics preschool classes
 - Sessions 1 & 2 of Ninja Classes
 - Competitive Team Women and Men's monthly practice
 - 9/21: Open House for the community in conjunction with National Gymnastics Day; 250+ families in attendance; we collaborated with Tourism on this project
 - 9/28-9/29: Seven team coaches attended the Virginia USAG State Meeting and Clinic in Virginia Beach



Just a few of the photos we took during our National Gymnastics Day Open House

- Upcoming
 - 12 Birthday are scheduled
 - 12 Tot Open Gym Sessions are scheduled
 - Sessions 2 & 3 of gymnastics school age classes
 - Sessions 2 & 3 of gymnastics preschool classes
 - Sessions 2 & 3 of Ninja Classes 9/9-10/5
 - Ninja Free Play scheduled for October 3
 - Preschool Spooktacular Party scheduled for October 31
 - Competitive Team Women and Men's monthly practice
 - Competitive Team demonstration at Fall Festival on October 5

Parks

- Chichester Park District
 - Maintained park buildings and pavilion
 - Inspected park playground daily
 - Performed equipment maintenance
 - Deep cleaned all restrooms
 - Prepped for and hosted SBL's Cal Ripken tournament
 - Mowed Musselman park trails as needed
 - Began bush hogging Musselman park
 - Made repairs to irrigation system at Chichester
 - Relined Brooke Point football field
 - Made repairs to fencing around fields 2-5
- Curtis Park District
 - Performed equipment maintenance and repairs
 - Groomed sand in volleyball area
 - Removed several down trees from Disc Golf course and dead trees from public areas, trails and near roadways
 - Shut water off and winterized Mark Lenzi pool
 - Removed Starting blocks, flags, and lifeguard chairs from pool
 - Assisted with the Youth Sports Day at Curtis Lake
 - Ordered and spread 30 yards of playground mulch at Curtis Park
 - Built benches for the Disk Golf course and trails
 - Replaced and hung new volleyball nets at women's height and co-ed
 - Took on two more Eagle scouts
 - Disc Golf: Curtis: 348 rounds tracked on UDisc; Pratt: 148 rounds tracked on UDisc
- Duff Park District
 - Daily prep of dog parks
 - Groomed/maintained baseball fields
 - Cut/lined soccer fields
 - Worked on irrigation
 - Added dirt to RC track; created a new pulling course
 - Repaired sink in men's restroom
 - Installed new flagpole light
 - Added new pressure tanks and removed old pumping.
 - Fertilized and over seeded soccer fields.
- Smith Lake Park District
 - Fertilized fields 5, 6, 9
 - Checked and cleaned sidewalk along Mine Rd on weekly basis
 - Groomed Rodney Thompson Middle School and Autumn Ridge twice a week for user groups

- Used turf chief and pull behind broom on turf fields
- Checked nets for repairs or replaced as needed
- Made repairs to broken benches on soccer fields
- Deep cleaned restrooms
- Replaced broken bollards
- Had repairs made to equipment
- Relined football fields (RTMS and HH Poole for their games)
- Installed new bike rack at Jeff Rouse
- Removed starting blocks and canopies at Woodlands Pool
- Added half of a pallet of Turface to infield at Autumn Ridge
- Willowmere Park District
 - Filled in 80 feet of walking path shoulder with stone dust
 - Painted foul lines on baseball fields
 - Sprayed weeds on AG Wright softball field
 - Replaced pitching mound on field
 - Installed pitching rubber to field 4
 - Repaired lights in restrooms

Sports and Facilities

- Opening Days:
 - NFL Flag Football games and Sideline Cheer; 9/7
 - Field Hockey games; 9/15
 - Volleyball games; 9/28