

Sports Group Affiliate Policy

The City of Alexandria, through its Department of Recreation, Parks and Cultural Activities (hereafter "City" or "RPCA"), recognizes that certain organizations exist within the City whose purpose is to serve and enhance recreational opportunities for specific purposes and groups. These organizations are separate and independent from the City and provide their own leadership, organizational and operational structure. Although the stated missions of these organizations may differ, investment in public recreational facilities and programs creates a mutually beneficial partnership in which to provide quality recreation opportunities for all the individuals served by the parties, as well as the general public.

RPCA fosters strong relationships with our Sports Group Affiliates in accordance with the City's Athletic Facilities Community Allocation Policy. RPCA works closely with existing organizations on such matters as field and facility assignments, usage, scheduling, and administrative matters. The programs and services of City affiliated groups are considered an integral part of sports offerings and opportunities within the City. The relationship between the Sports Group Affiliates and RPCA is intended to enhance the athletic opportunities and enjoyment for City residents.

The benefits of becoming a Sports Group Affiliate with RPCA are:

- Access to and communication with a designated RPCA staff liaison
- Priority access to RPCA facilities as set out in the Athletic Facilities Community Allocation Policy
- Discounted athletic facility usage cost
- Sport-specific athletic facility preparation
- Inclusion in RPCA program brochure and registration website with website link
- Link to Affiliate website on RPCA sports web page
- Access to designated community meeting space during operating hours

Criteria for City Selection as a Sports Group Affiliate

RPCA recognizes that it is in the best interests of the community that RPCA work with outside non-profit organizations in coordinating the planning and provision of recreational facilities and programs when: 1) The organization's vision and purpose are aligned with RPCA, 2) They provide a service that RPCA would otherwise deliver and 3) a public benefit may be obtained through working relationships with outside organizations because each party can contribute to greater public service without relinquishing their separate identities or responsibilities.

Interested qualified groups must submit a request in writing by April 1 for the year beginning July 1 to RPCA Recreation Services Division Chief at the address set forth below:

City of Alexandria
RPCA Recreation Services Division Chief
Lee Center
1108 Jefferson Street
Alexandria, Virginia 22314

Sports Group Affiliate Agreement Between The City of Alexandria and the _____

A. General

1. The City of Alexandria through its Department of Recreation, Parks and Cultural Activities ("City" or "RPCA") is willing to establish a working relationship and cooperative agreement with the _____, (hereafter "Affiliate"). Through this Agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities of each party. The terms of this Agreement set forth each Party's understanding of the affiliation and this Agreement shall serve as a general outline of each party's expected responsibilities. The terms set forth herein ensure that the parties agree to jointly plan, use, and maintain City facilities while permitting the City to retain the freedom of discretion, decision, and action in planning, developing, and maintaining its recreational facilities and programs.
2. An Affiliate's failure to carry out the responsibilities outlined below may result in a loss of priority status for the assignment of facilities and/or termination of the Agreement.
3. This Agreement does not guarantee funding from RPCA and does not give the Affiliate any special designation for use, fees or priority with Alexandria City Public Schools (ACPS). ACPS sets their own facility use fees and prioritization for use of their facilities based on specific criteria established by the City of Alexandria School Board which is a separate entity from the City.

B. Application Process

1. Application to become a Sports Group Affiliate must be submitted in writing by April 1 for the year beginning July 1. Requests require up to three (3) months for processing. The term of the Agreement is July 1 through June 30 and may be renewed on an annual basis.
2. Renewal requests are due to RPCA by April 1. Renewal requests will not be accepted after the deadline.
3. Prior to submitting an application, organizations should determine whether or not they meet the criteria to become an Affiliate Sport Group of RPCA. Each year, RPCA will review whether the criteria are met. Any organization may apply to become a Sports Group Affiliate, but it does not guarantee Affiliate status. RPCA will determine whether or not a need exists, whether the group meets the criteria, and athletic facility availability. "Need" will be based upon the results of RPCA's most recent needs assessments.

C. Responsibilities of the Parties

I. City of Alexandria will:

- A. Designate a representative to serve as the liaison between RPCA and the Affiliate. This individual will:
 1. Communicate with the Affiliate program administrators and appropriate RPCA staff.
 2. Host a seasonal meeting and other meetings as necessary, with the Affiliate program administrators and RPCA staff.
 3. Advise the Affiliate program administrators of facility closures due to inclement weather or necessary maintenance of facilities.
 4. Allocate facilities for practice and/or games with input from Affiliates.
 5. Distribute appropriate door, gate and light combinations for each season. No other persons (including but not limited to players, parents and other individuals) shall be authorized to possess these combinations. The Affiliate shall be solely responsible for the loss of the chains/combinations and responsible for their replacement.
 6. Coordinate with all user groups to ensure facility usage is maximized
 7. Line game fields as needed, weather permitting. Provide general maintenance (mowing, fertilizing, aerating, fluffing, weeding, facility upkeep) of assigned fields and/or facilities. Provide standard high school regulation size goals as needed, including soccer, lacrosse, football, and field hockey. All other equipment will be the responsibility of the organization to provide.

8. Cancel programs in cases of inclement weather, whereby play might cause undue damage to the facilities or potentially endanger the health, safety and/or welfare of participants, spectators, and/or program-related personnel.
9. Provide a program submission schedule and guidelines for inclusion in RPCA's seasonal program brochure and registration website. Include link to Affiliate web page on RPCA's sports page.
10. Ensure that all information shared with RPCA by the Affiliate, is for City use only and will not be shared with any outside organizations without written approval by the Affiliate.
11. Promptly inform the Affiliate program administrators of any complaints received about Affiliate activities.
12. In its discretion, reserve the right to limit the number of practices and games scheduled at any location due to parking or other facility-related concerns.
13. Store equipment on City property upon prior written approval. The City does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon City property.

II. Affiliate will:

- A. Submit Athletic Field & Outdoor Court Request Forms for league/program play to RPCA liaison for the Fall season by July 1 and Spring Season by December 15 of each year. All other requests must be submitted at least one month prior to the requested date(s) and no more than three months in advance of requested date(s). Affiliates should request only facility space, dates and times that are needed and will not be permitted to submit a blanket request. Refer to the Athletic Facilities Community Allocation Policy for explanation of Primary and Secondary Seasons. Discounted rates will not apply to use of facilities outside of the Sports Group Affiliate agreement.
- B. Offer a Financial Assistance Program to ensure equitable access to programs; operate under and enforce a Sportsmanship Code of Conduct; hold and maintain a Concussion and Bodily Injury Policy.
- C. Provide a recreational component to include a "no cut" policy.
- D. All Affiliate administrators or coaches shall have a copy of the approved facility permit with them at all practices/games.
- E. Maintain at least 80% City residents registered. Residency must be verified for each seasonal permit.
- F. Secure insurance as detailed in Insurance and Indemnification, below.
- G. Provide RPCA with the following information with the Sports Group Affiliate application or renewal, unless noted below. Content may be revised during the year as warranted by changed circumstances.

Affiliate shall submit such revisions to the City within 45 days of the change.

1. List of Board Officers and their contact information.
2. Copy of By-Laws.
3. Articles of incorporation or proof of an organization's 501(c)(3) tax exempt status.
4. At least three (3) weeks prior to the commencement of practice and games, provide to RCPA practice and game schedules for all teams. Practice and game schedule changes shall be provided to RCPA as soon as any change is made.
5. At least three (3) weeks prior to the commencement of practices and/or games provide to RCPA official team rosters and residency verifications to include names and addresses of each player and coach/captain.
6. Notice of Affiliate public meetings shall be provided to RCPA at least two (2) weeks in advance of the meeting date.
7. Copy of the meeting minutes-shall be maintained and provided to RCPA upon its request.
8. At least three (3) weeks prior to the commencement of practices and/or games a list of all administrators and team information (coaches, team name, age divisions) shall be provided to RCPA.
9. Statement of Fee Assistance Policy that permits individuals to apply for financial assistance.
10. Statement of most recent financial report to include sources and use of income in accordance with Affiliate's standard accounting and reporting practice.
11. Statement of Affiliate's policy, objectives, and principles showing the following:

- a. "No cut" policy - that offers equal opportunity for participation to all;
 - b. program emphasizes fun, safety, sportsmanship and the value of sports;
 - c. conduct open registration periods that are advertised and available to the public;.
 - d. the organization's purpose is consistent with RPCA's mission, goals, objectives and regulations; and
 - e. non-discrimination policy, compliance with ADA laws, and exclusivity to amateur sports competition.
12. A history that demonstrates that the Affiliate has similar successful activities/programs and references.
 13. A list of projected yearly board and coaches meeting dates, trainings/certifications dates for administrators, coaches, players and parents and try-out dates
 14. In the event of any major program disturbances/incidents such as suspensions/expulsions of spectators/coaches/parents or police involvement shall be reported, to RPCA: within 24 hours of the incident.
 15. Written Sportsmanship Code of Conduct for administrators, coaches, players, parents and spectators.
 16. An organizational Concussion and Bodily Injury Policy
 17. Any major injuries such as head, especially concussions, cardiac arrest, neck, arm, leg, shall be reported to the RCPA within 24 hours of the incident.
 18. Proof of insurance as detailed below in Insurance and Indemnification.

D. Insurance and Indemnification

1. The Affiliate shall secure and maintain a policy of commercial general liability insurance from a carrier satisfactory to the City of Alexandria Office of Risk Management, providing coverage for claims arising from or in connection with the damage or loss suffered by any person, thing or interest with a minimum of not less than **One Million Dollars (\$1,000,000)**. City of Alexandria shall be named as an **"Additional Insured"** on all policies. In the Certificate Holder section of the Certificate of Insurance, the following must be included:

City of Alexandria
 c/o Recreation, Parks and Cultural Activities
 1108 Jefferson Street
 Alexandria, VA 22314
 Attn: (RPCA Sports Section Office)

2. Cancellation Notice: Should insurance coverage held on behalf of the Affiliate be discontinued or cancelled, the Affiliate shall provide the City written notice within 30 days of any such cancellation or discontinuance.
3. Ensure that the City of Alexandria is included in the Hold Harmless agreement on the Affiliate registration form to be signed by each player, or, if under 18 years old, each player's parent or guardian. **A copy of this registration form shall be provided to the RPCA liaison before Affiliate registration begins.**
4. Affiliate shall indemnify, defend, save and hold the City of Alexandria, its officers, employees, and agents fully harmless from and against any and all liabilities, claims, suits, actions, demands, losses, judgments or fines of every kind and nature, including all costs, expenses, attorney's fees, arising from, related to, or caused by Affiliate's use of, or occupancy of, or providing of services, or acts or omissions made during the term of this Agreement, including, but not limited to bodily injury, death and property damage. Affiliate shall be liable for any and all costs incurred by the City of Alexandria in and about any such claim, suit, action, demand or loss for investigation of same. This indemnification shall not be limited by any insurance required under this Agreement. This indemnification shall survive the expiration or revocation of this Agreement.

E. Game Officials

Affiliate shall only use certified and insured game officials.

F. Fees and Charges

1. **Fee Payment:** The Affiliate shall pay the applicable user fees for residents and non-resident program participation fee per participant during primary season or facility rental fees during the secondary season, as established by the City's Fee Schedule. Refer to the Athletic Facilities Community Allocation Policy for explanation of Primary and Secondary Seasons.
2. **Payment Dates:** Payment must be made before commencement of permit use or within an agreed time period the as established by the City. Failure to do so will result in revocation of facility space and permits. City shall provide notice of the fee rates reasonably in advance of commencement of Affiliate's registration to enable Affiliate's fair notice to participants and collection.
3. **Returned Checks:** If the Affiliate's check is returned by the bank to the City (or insufficient funds, closed account, etc.), the Affiliate is responsible for reimbursing the City for the total amount plus a returned check fee. In addition, all future fees from the Affiliate must be paid to City by a certified check, money order, or cash unless approved otherwise by the RPCA Director. The Affiliate group's Board will be notified of this occurrence.

G. Cleaning, Maintenance, Damage to Property

1. The Affiliate and its teams are responsible for cleaning up after practices and games, and for returning all equipment to its proper place. Affiliate shall leave facilities in good condition with litter bagged, tied and left near the trash receptacles. If Affiliate fails to properly clean or maintain the property, Affiliate will pay for cleanup costs to the City and permit may be suspended or terminated.
2. The Affiliate shall be responsible for any lost or stolen property or damages to City facilities that occur during the Affiliate's use of the facilities. The Affiliate agrees to reimburse the City for any facility repair or property replacement beyond normal wear and tear. If facilities are damaged the Affiliate will be contacted immediately and the City shall notify the Affiliate of the costs to repair the facility The Affiliate shall send payment for the damages to the City within seven (7) days of receipt of damage assessment.

H. Volunteer Background Screening

The Youth Sports Affiliate acknowledges that any person 18 years and older who may spend unsupervised time with minors during use of City facilities shall successfully complete a national criminal history record check according to the standards set in the RPCA Criminal Background Check Policy For Volunteers prior to the start of such activity.

1. Affiliates are responsible for paying for their own criminal history record checks for their administrators and volunteer coaches. A list of approved administrators and coaches must be provided to the City at least three **(3)** weeks prior to the commencement of their participation in practice and games.
2. The Affiliate shall cooperate fully with any investigation conducted by or on behalf of RPCA. Failure to fully cooperate with any such investigation shall constitute a breach of this Agreement and in the sole discretion of RPCA, may result in revocation or suspension of any Affiliate Group privileges.

I. Events

1. The Affiliate is responsible for any additional fees incurred by the City for Affiliate events, including but not limited to field rentals, facility rentals, custodial overtime, staffing costs, police attendance, additional field or facility monitors/supervisors, porta-johns, and additional field markings.
2. Tournaments held for fundraising purposes are considered outside the Affiliate's normal seasonal permit request. Additional Athletic Facility Use Requests must be made for tournaments and the City's Fee Schedule fees will apply. Formal detailed requests for organized fundraising events and activities must

be submitted to the City's Sports Office and/or Special Events Office at least ninety (90) days prior to the requested date of activity. Fundraising events and activities may be considered for approval by an organization provided that they meet any and all City and ACPS regulations. The Affiliate shall be responsible for all estimated fees which shall be paid in full at least ten (10) days before the date of the activity and are refundable if the event is canceled due to extreme weather.

3. In the event that the Affiliate wants to schedule additional activities, such as training/skills clinics, they must be scheduled during an Affiliate's primary season and included in the Affiliate's application. If the Affiliate wishes to hold additional activities outside of the primary season or fee-based activities during the primary season, the Fee Schedule rate will be applied.

J. Other

1. The Affiliate shall distribute RPCA's seasonal program evaluations to its participants.
2. The Affiliate agrees that while using a City facility, the Affiliate shall not discriminate against or exclude any individual with regard to its services for reasons of race, color, creed, national origin, sexual orientation, disability (subject to reasonable accommodation as required by law), or any other basis protected by applicable local, state or federal law.
3. The Affiliate shall establish a means of communication to ensure that team representatives will promptly receive any facility cancellation notices or other relevant communications. RPCA cancellations will be included on the Sports Hotlines (Youth: 703.746.5597, Adult Men's: 703.746.5596 and Adult Women's/Coed: 703.746.5595) on a daily basis, by e-mail and/or by phone.
4. All Affiliate and City representatives shall help in monitoring the activities that take place at the facility and to assist in keeping City facilities clean, safe and secure.
5. The Affiliate shall adhere to all applicable facility and City ordinances, rules, regulations, policies, and procedures. Some examples include but are not limited to the following prohibited acts in City Parks: Smoking, Gambling, Open Container of Alcoholic Beverages, Underage Drinking of Alcoholic Beverages, Possession or Consumption of Illicit Drugs, Intentional Littering, and destruction of property.
6. The Affiliate will adhere to the RPCA Athletic Facilities Community Allocation Policy on lightning that states: "Once lightning is detected or sighted or thunder is heard, no matter the distance, clear all participants and employees to take shelter from outside".
7. The Affiliate shall report all facility and/or property maintenance issues and damage within 24 hours by calling RPCA Sports Office at 703.746.5402.
8. The Affiliate is responsible for managing and operating their program and maintaining control of participants at their practices/games and activities.
9. Permit for facility use does not provide approval for sale, vending or concession of food or materials by the Affiliate. Concession or material sales by the Affiliate shall be pre-approved by RPCA.
10. Affiliate may post promotional materials according to RPCA Display Policy. Sponsorship or league approved banners may be posted at the location of play during the primary season only and must be removed within seven (7) days of the end of the season.
11. Affiliate representative shall attend seasonal Athletic Facility Allocation meetings.
12. Provide program content per schedule and guidelines as supplied by RPCA for inclusion in RPCA's seasonal program brochure and registration website.

K. Term of Agreement and Termination

1. The initial term of this Agreement shall be for a one year term commencing on _____ and ending on _____.
2. RPCA retains the right to alter the terms and conditions of this Agreement or to terminate this Agreement unilaterally at any time with advance notice as stated in Section 3 below and for any or no reason, including, but not limited to misconduct of the Affiliate or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of City residents, or because the Affiliate has breached any of its obligations under this Agreement. The Affiliate may terminate this Agreement by providing a minimum of 45 days written notice to the City.
3. Any modifications to this Agreement must be made by mutual written agreement of the parties by providing a minimum of 45 days written notice.
4. The Affiliate shall be responsible to the City for any outstanding fees and/or money owed to City and shall promptly reimburse the City.
5. This Agreement shall be governed by the laws of the Commonwealth of Virginia, with venue in City of Alexandria, and shall be construed under Virginia law, which law shall prevail in any conflict of laws.
6. This Agreement represents the entire and integrated agreement between City and Affiliate and supersedes all prior negotiations, representations or agreements, either written or oral.

L. NOTICE - All notices or other communications which are required or permitted here in it shall be given by written notice, sent certified by U.S. Mail, return receipt requested, and by email addressed to the party to whom it is intended, at the addresses listed below:

FOR CITY:

City of Alexandria
Director of RPCA
Lee Center
1108 Jefferson Street
Alexandria, Virginia 22314
James.Spengler@alexandriava.gov

FOR AFFILIATE:

Organization:
Administrator:
Street Address:
City, State, Zip:
Email Address:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

WITNESSES:

[Witness type/print name]

CITY OF ALEXANDRIA

By: _____
City Manager or designee

WITNESSES:

[Witness type/print name]

[Witness type/print name]

AFFILIATE

By: _____

Name: _____

Title: _____

STATE OF VIRGINIA:
CITY OF ALEXANDRIA:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
, as _____ of _____, on behalf of the corporation/company. He/She is personally
known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Virginia
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____
Commission Number _____