

AGREEMENT

This Agreement, made and entered into this 29 day of June, 2012, by and between the Board of Supervisors of Stafford County, Virginia, the governing body of Stafford County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter called "County" and the Stafford Baseball League, Inc., a Virginia corporation, number 0385584-8, hereinafter called "League".

RECITALS

WHEREAS, the County has determined that the citizens of Stafford County benefit from a private organization operating its youth recreational baseball and softball programs; and

WHEREAS, the League, a private, non-profit volunteer organization has offered to administer and operate the County's youth recreational baseball and softball programs, hereinafter called "Program", part of which is an all-star program; and

WHEREAS, the parties desire to set forth all the terms and conditions in this document;

NOW, THEREFORE, for and in consideration of the foregoing and further terms and conditions contained therein, the County and the League agree as follows:

1. The League shall provide, administer, and operate as part of their overall operation, the Program for the benefit of the youth of Stafford County, Virginia according to the following guidelines and principles:
 - A. The Program welcomes and places on teams all participants while providing every participant the opportunity to play during every game as noted in the League's Policy and Procedures. Playing opportunities shall be reported each year in the annual report.
 - B. Fun, good sportsmanship, ideals of fair play, and honesty shall be integral parts of the Program.
 - C. The Program shall be instructional in nature and teach the fundamentals of baseball and softball.
 - D. The 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 Paragraphs A, B, and C of this Agreement.
 - E. Youth between five (5) and nineteen (19) years of age shall have the opportunity to participate in the Program provided there is enough infrastructure to meet requirements. The League may provide the Program to children of other ages upon County approval, such approval not being unreasonably denied. The League shall not discriminate against any child because of race, religion, color, sex, or national origin.

2. The Program shall consist of a spring and a fall season per year. A season shall consist of practices, games, a Program post season playoff, and end of season all-star program tournaments. Access to fields for the spring season is available from the first Saturday in March for tryouts and the third Saturday in March for practices, to the first Saturday in July for all but the all-star program and the last Saturday in July for the all-star program, and Mid-August to Mid-November for the fall season.
3. The League shall be responsible for all costs and expenses in providing the subject Program except those expressly made the responsibility of the County herein. The expenses assumed by the League shall include, but not be limited to, the following: equipment, compensation of officials, organization expenses, and insurance.
 - A. The League may charge a reasonable registration fee for each child that participates in its Program. Fees charged for the Program shall not be used for expenses not related to providing, administering, and operating the Program.
 - B. The League may also provide in its policies and procedures for sponsorships and may specify the charges thereof.
4. The League shall adopt policies and bylaws that include the operation of the Program and shall communicate their policies to the Stafford County Department of Parks, Recreation and Community Facilities, hereinafter called "Department." The League shall, at a minimum, follow the Department policies regarding athletic field use. Outside of exigent circumstances, the League shall provide practice, game, and post season playoff schedules to the Department with a target date of one week prior to the start of the respective events. Updated schedules to address rain or other make-ups shall be provided to the Department as they are determined by the League. The County shall monitor the League's Program through the Department's staff. The League shall, no later than June 15, submit a written report and a financial report, prepared by the League Treasurer, to the Department of its activities during the preceding calendar year. The League shall also provide the Department a copy of the previous year's tax return or legal extension filed with the IRS by the June 15 deadline. The League agrees to submit to an audit, completed by a certified public accountant, when requested by the County and at the County's expense.
5. The League may display temporary banners during its operating season(s) promoting its sponsors at County-owned fields (except Stafford County Public School fields). The banners shall be no larger than four (4) feet by eight (8) feet and shall be removed by the League after each season.
6. In the event the League fails to abide by each of the terms and considerations of this Agreement and the policies and procedures for the Program approved by the County as provided herein, then, after good cause is shown, the Program shall automatically revert to operation by the County. The determination of such failure shall initially be brought by the Department Director to the Stafford County Parks and Recreation Advisory Commission, hereinafter called "Commission." The Commission will conduct a hearing at which the League shall be given a full opportunity to present its defense, including the cross examination of witnesses. The decision of the Commission may be appealed, in writing, within ten (10) days after receipt of the formal decision to the Stafford County Board of Supervisors. In the

event that the League terminates the operation and maintenance of the Program, then the Program shall automatically revert to the County.

7. The Department shall cooperate with and make available to the League an adequate number of ball fields which are either owned or controlled by the County for the purpose of the Program during the normal season(s). The word "adequate" in this case means that the County will allocate fields to the League for the Program from existing field resources. Fields shall be available to the League Monday through Saturday during each season for the Program. For all but the all-star program, fields shall be available to the League on Sunday on a limited, rotational basis as determined by the Department Director or his/her designee. For the all-star program, fields shall be available to the League on Sunday as needed. The League agrees to adjust its Sunday field location with a minimum of 24-hour notice to accommodate rental requests received by the Department. The Department shall provide the League with the number of fields available for use by the League, with a target date of two weeks prior to the first League registration date each season.
8. The Department shall provide a reasonable level of maintenance during the season to the ball fields it provides for use by the League for its Program. Such maintenance shall include but not be limited to aerating, fertilizing, mowing, and repair of fencing, backstops, and lights. The Department shall also ensure the fields are laid out properly. The League shall be responsible for lining the fields. The Department shall provide suitable bases, pitching rubbers, clay pitching mounds, and home plates, in good repair, subject to available funding. The Department agrees to allow the League storage at County fields and facilities to store materials and supplies necessary for lining and dressing the fields in League owned storage sheds and lock-boxes. Storage locations shall be approved in advance by the Department. Where storage units are not immediately adjacent parking or roads, the League shall coordinate with the Department in advance when the League desires to restock the storage units by means of a motorized vehicle. The Department agrees to allow the League to construct batting cages at County fields at locations approved in advance by the Department. The League will maintain the batting cage structures, netting, edge timbers, and the ground surface within the edging.
9. The Department shall have the authority to charge a Five Dollar (\$5.00) per person participation fee. This fee is to help offset the costs associated with Program administration and field maintenance. The League will provide the Department with the total number of registered players and zip codes of participants in the Program by the third week of the season. The Department will invoice the League based on the Five Dollar (\$5.00) per person participation fee. Payment is due by the sixth week of the season. This fee will be waived for any child that requested and received financial assistance from the league to play baseball or softball. The League will provide the Department the number of participants that received financial assistance and, therefore, a waiver of fees.
10. With the exception of any lawsuits resulting from County facilities in violation of the Americans with Disabilities Act (ADA), the League hereby agrees that it will be solely responsible for the operation and control of the Program. The League hereby agrees to indemnify, defend, and save harmless the Stafford County, the Board of Supervisors of Stafford County, Virginia, and each of their officers, employees, and agents from and against any and all claims, demands, losses, 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 League or any of its officers, employees, or agents, in the conduct of the Program.

12. The League shall obtain and maintain throughout the term of this Agreement a policy of comprehensive liability insurance from a company authorized to do business in Virginia in at least the amount of One Million Dollars (\$1,000,000). Such insurance shall name the County as an additional insured. The League shall annually provide to the Department proof of insurance.
13. The terms of this Agreement shall be in effect for a period of five (5) years from its date, unless earlier terminated for cause, with an option to renew for five (5) additional years. Either party shall have the power to terminate this Agreement upon giving written notice to all parties at least one hundred and twenty (120) days prior to such date of termination. Renewal of this Agreement must be by mutual consent of the Board of Supervisors and SBL and may be accomplished through written concurrence of both parties at any time during the final year of this Agreement, but no later than one hundred and twenty (120) days prior to the specified date of termination.
14. Any dispute between the County and the League as to the terms and conditions hereof or the performance of either party hereunder shall be initially resolved by the Commission after a hearing at which any party may present evidence, and examine and cross examine witnesses. 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 may be appealed to the Circuit Court of Stafford County, Virginia as provided by law.

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Witness the following signatures and seals:

BOARD OF SUPERVISORS
STAFFORD COUNTY, VIRGINIA

[Handwritten Signature]

COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA

COUNTY OF STAFFORD, to-wit:

The foregoing Agreement was acknowledged before me this 29 day of June, 2012, by Anthony J. Romanello, County Administrator.

My commission expires: October 31, 2015

[Handwritten Signature]

Notary Public



STAFFORD BASEBALL LEAGUE, INC.
VIRGINIA CORPORATION #0385584-8

[Handwritten Signature]

PRESIDENT

COMMONWEALTH OF VIRGINIA

COUNTY OF STAFFORD, to-wit:

The foregoing Agreement was acknowledged before me this 27th day of June, 2012, by Robert A. Sgarbi, President of the Stafford Baseball League, Inc.

My commission expires: 7/31/2014

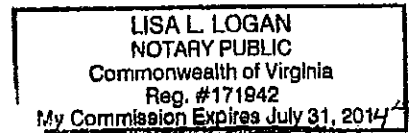
[Handwritten Signature]

Notary Public

APPROVED AS TO FORM:

[Handwritten Signature]

STAFFORD COUNTY ATTORNEY'S OFFICE
Printed Name: Alan F. Smith
Deputy County Attorney



BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 19th day of June, 2012:

<u>MEMBERS:</u>	<u>VOTE:</u>
Susan B. Stimpson, Chairman	Yes
Cord A. Sterling, Vice Chairman	Yes
Jack R. Cavalier	Yes
Paul V. Milde III	Yes
Ty A. Schieber	Yes
Gary F. Snellings	Yes
Robert "Bob" Thomas, Jr.	Yes

On motion of Mr. Sterling, seconded by Mr. Thomas, which carried by a vote of 7 to 0, the following was adopted:

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH STAFFORD BASEBALL LEAGUE, INC., TO OPERATE THE YOUTH BASEBALL AND YOUTH SOFTBALL PROGRAMS

WHEREAS, the Stafford Baseball League, Inc., is currently operating the youth baseball and youth softball programs in the County; and

WHEREAS, the Stafford Baseball League, Inc., has operated the youth baseball program successfully since 1992 and the youth softball program since 2010; and

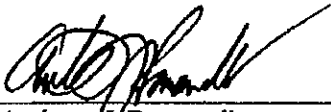
WHEREAS, the County's agreement with Stafford Baseball League, Inc., to operate the youth baseball program will expire in the near future and is eligible for renewal; and

WHEREAS, the Board determines that it is in the best interest of the County's citizens to permit the Stafford Baseball League, Inc., to continue to operate the youth baseball and youth softball programs in the County;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 19th day of June, 2012, that the County Administrator be and he hereby is authorized to execute a new agreement with the Stafford Baseball League, Inc., to operate the youth baseball and youth softball programs for a period of five (5) years; and

BE IT FURTHER RESOLVED that the County Administrator is authorized to execute one agreement with Stafford Baseball League, Inc., that addresses both the youth baseball and youth softball programs and this new agreement with Stafford Baseball League Inc., shall replace all prior agreements with SBL to operate the youth baseball program and youth softball program in the County.

A Copy, teste:



Anthony J. Romanello, ICMA-CM
County Administrator

AJR:CJH:jls