



## TOWN OF CHESAPEAKE BEACH

### YOUTH SPORTS PROVIDER (YSP) AGREEMENT

#### **I. PURPOSE**

The purpose of this agreement is to set forth procedures for the organization and administration of youth sports activities in athletic facilities operated and maintained by the Town of Chesapeake Beach (TOCB) for organizations requiring field/facility use after TOCB programs have been scheduled. The procedures specified herein will establish the standards to be used in governing those systems. Through their use, continuity can be maintained between each youth sports program thereby allowing a comprehensive and equitable delivery of organized youth sports that meet the needs of Town residents.

#### **II. PRE-QUALIFICATIONS**

The citizens of the Town of Chesapeake Beach spend in excess of \$150,000 annually on the Kellam's field to ensure that it is playable for youth sports activities; therefore, the Town administration has a responsibility to ensure that all activities on the taxpayer funded field are for public interest and public use. Any indication that activities are not for public use will disqualify any team from complimentary use of Kellam's field. A fee will apply to any approved youth sporting team that will compensate town taxpayers for the full cost incurred for the use. To be considered a YSP and receive complimentary use of Kellam's field, an organization must be a Maryland registered entity, registered in Calvert County and an Internal Revenue Service and State of Maryland Secretary of State registered not-for-profit or nonprofit. Organizations wishing to use TOCB operated and maintained facilities for the purpose of providing youth sports programs must provide the following documents and meet the criteria addressed below.

- Proof that the entity is registered in Maryland with its principal place of business being in Calvert County, Maryland Business Express and the Maryland Secretary of State (SOS) registry.
- Documentation from the Internal Revenue Service indicating not-for-profit or nonprofit status.
- Certificate of General Liability Insurance naming the Town of Chesapeake Beach, Maryland as Certificate Holder and additionally insured with a minimum \$1,000,000 per occurrence. Accident insurance must be available to all sports participants by approved YSP.
- The YSP's governing Board of Directors shall consist of fifty-one percent (51%) of Calvert County residents with the majority of the executive officers (for example: president, vice-president, secretary, treasurer, etc.) residents of the Town of Chesapeake Beach. Documentation: List of Board of Directors including names, addresses and contact information.
- Provide proof to the Town that 50% of its participants utilizing facilities as their "home" facility are Town residents.



- Provide proof to TOCB that at least 75% of youth participants are registered to participate in volunteer-based recreational sports programming. Documentation: YSP to provide rosters and list of all programs under YSP's umbrella.
- Articles of incorporation / organization and YSP by-laws.
  - YSP's shall operate programs under the guidance of the National Standards for Youth Sports (National Alliance for Youth Sports) focusing on the following core areas:
    - Child Centered Policies and Philosophies
    - Volunteers
    - Parents
    - Safe Playing Environment
  - Ensure that registration is open to all Town and Calvert County residents and has a mandatory play policy for all participants.
  - Must not have exclusion provisions based on race, gender, gender identity, sexual orientation, religion, etc. for League participation.
  - Provide YSP's behavioral guidelines, enforcement plan and code of conduct for players, coaches, board members, volunteers and parents.
  - Must have in its by-laws, policy pertaining to the health and wellness of its membership which may include:
    - Coaches Certification and Standards
    - Health and Nutrition
    - Tobacco Free staff, volunteers and sidelines.
- Signed and notarized annual affidavit (ATTACHMENT A) that complies with Maryland, Calvert County and TOCB guidelines governing the YSP's procedure in screening all persons over age 16 affiliated with the YSP that will have contact with minors or serves as a Board of Directors for the YSP. Background screenings will be conducted by the YSP sport's governing body or sanctioned provider at the YSP's expense. This is to include, but is not limited to, that all coaches and volunteers are not listed as a Sexual Offender / Predator on the Maryland Sexual Offender Registry website at <http://www.dpscs.state.md.us/sorSearch/> and the United States Department of Justice National Sexual Offender website at [www.nsopw.gov](http://www.nsopw.gov). If YSP utilizes TOCB as sanctioned provider, all coaches and volunteers providing services under the YSP Agreement must provide the YSP representative to TOCB their name and birthdate to conduct the screening.
  - Additionally, the YSP will not authorize any individual to serve as a youth activity volunteer or as a member of the Board of Directors that refuses to consent to a background check.
  - Any person convicted of a crime as specified in the Calvert County disqualifiers, shall be prohibited from participation as a volunteer in leagues or programs using TOCB facilities. See ATTACHMENT B for recognized disqualifiers.



- YSP must maintain documentation regarding their member's qualification status as required by the Town of Chesapeake Beach.
- Comply with all Federal and State of Maryland laws as it relates to youth sports programs.
- All coaches, board of directors and volunteers providing services under the YSP Agreement must inform the YSP representative of any arrests or pending charges that may act as a disqualifier within forty-eight (48) hours of the arrest or notice of pending charge. The YSP representative must inform TOCB within forty-eight (48) hours of their action regarding the individual in question.
- Board Members, Staff, Coaches and Trainers may not receive monetary compensation unless the following conditions apply and/or are addressed and approved by the TOCB Administrator on a case-by-case basis; proof for which to be provided by the YSP to the TOCB Administrator:
  - Parent Organization requirements.
  - Referee Assigner.
  - Program operation of competitive / travel teams with paid staff that are complementary to the recreation program (field usage fees may apply.)
  - Clinics, tournaments, training sessions with paid staff (field usage fees may apply and a separate permit is required for clinics and tournaments.)

### **III. APPROVAL PROCESS AND FACILITY REQUEST PROCEDURES**

TOCB will notify the requesting organization of receipt of their documentation and inform the organization of any missing or incomplete information. Submission of required information does not guarantee facility usage. Facility usage is based on several factors including, but not limited to, historical usage, facility availability and fiscal transparency of the team to its members and to the Town. To ensure the needs of all Town residents are met, TOCB will use the following priorities in the issuance of facility space at Town-owned facilities.

1. Town operated or contracted programs.
2. County, Calvert County Board of Education /Calvert County Public School needs.
3. Youth Sports Providers (recreational sports programs) with approved YSP Agreement.
4. Youth organizations offering recreational sports without a YSP Agreement\*

Once BOE/CCPS facility needs are met, TOCB will use the following priorities in the issuance of facility space.

\*Subject to fee schedule for facility usage.



Priorities may be subject to change and are subject to any inter-local agreements, management plans or memorandums of understand concerning any facility.

The Town reserves the right to withdraw YSP status or a permit granted to an organization at any time in their sole discretion without notice as the Town sees fit for any reason whatsoever. YSPs are also required to monitor their coaches and teams to ensure that payment for coaches, trainers or private instruction does not occur at County maintained or operated facilities. Notification shall be provided to TOCB of any such activity.

TOCB schedules, maintains and monitors the use of Kellam's Field and its pavilion areas. TOCB has the sole and exclusive right to assign facilities for play or practice to any group as it pertains to this Agreement. Facility assignments shall rest solely with the TOCB Administrator or designee. Practices or games scheduled prior to approval of this agreement are subject to the prevailing usage rates and a separate facility usage permit. The TOCB Administrator or designee may, at any time, change the facility assignment if necessary. YSPs do not have the authority to assign their facility assignment to another organization. All attempts of YSP shall fall under final decision and authority of TOCB, which has full and final authority over all disputes and any issues of YSP.

It is advised that YSPs do not take registration beyond the amount of space TOCB is able to provide. Registration should be based on the previous year's assignments. Facility availability is expected by:

To best serve all YSP organizations, **the following is required at least two (2) weeks prior to the start of each program's season or first practice date.**

- Player rosters include at least player initials (full name not required) and Town, County, State of residence.
- Full practice and game schedules.
- Full list of coach's names.
- Field specifications as needed per age/grade division to include:
  - Special marking or lines.
  - Field Size.
  - Goal Requirements.
  - Any Other Special Needs.

Failure to provide may risk facility availability.

The TOCB Administrator or designee must approve all practice and game schedules provided by the YSP. Block scheduling will not be considered. In order to accommodate maintenance and improvement projects, the TOCB Administrator or designee may change the practice and game schedule of a YSP. Downtime for maintenance, repairs and turf rejuvenation is a programmed element of TOCB. TOCB



must be notified of schedule changes a minimum of one (1) week prior to the requested date change unless the change pertains to weather or other closure by TOCB.

#### **IV. RESPONSIBILITIES**

##### **Communication**

For the purpose of eliminating confusion or duplication of services, each YSP shall designate up to two (2) individuals from the Board of Directors of the YSP, one individual to serve as the main point of contact and the second to serve as an alternative point of contact. All communication with TOCB must be made through these designated representatives. YSP members such as coaches or parents requesting facilities must go through their respective YSP representatives. Attempts to schedule facilities by persons other than the designated YSP representative(s) will be declined.

##### **Financial**

- To ensure all organizations providing YSP services with Town resources are acting in a fiscally responsible manner, YSPs shall make available to TOCB upon request the organization's tax returns, distributed 1099 forms and financial statements, including fees, expenses and costs associated with the YSP's programs. The YSP shall implement best practices for appropriate accounting controls and verify those controls to the Town at any time requested. All financial information submitted to TOCB will constitute a public record as defined by Maryland law. YSPs shall provide requested information no later than thirty (30) days after the request is made in writing to YSP representative(s). If requested documentation is not received by said date, subsequent facility use will be charged at the prevailing rate until an audit can be completed.
- All funds received shall be recorded and viewable in the team's bank account.
- TOCB, at its own expense, may audit YSP operations from a financial and management perspective at any time during the term of this Agreement. The YSP's accounting records shall be made available for audit and inspection by TOCB.
- YSP must provide view only access to all bank accounts, bank reconciliations and associated receipts, or hard copies mailed to the Town directly from the bank at the Town's request.
- To operate the concession stand, the YSP must provide a list of dates that the YSP is requesting to operate the concession stand for approval by the Town. A list of materials being sold and full details of the accounting practices for sales and cash drawer procedures must be supplied to the Town for approval. No cash collection shall take place at the Town owned field without the Town having a full knowledge of the procedures for these activities.
- The YSP must provide scholarship / financial assistance as a component of their league structure. Scholarships should be tracked and made available to the Town upon request.



- YSP's with complimentary competitive and travel programs that have paid trainers or coaches included within the YSP Agreement outside of pre-approved circumstances listed under section "PRE-QUALIFICATIONS" must remit appropriate fees as shown on the prevailing TOCB fee schedule. These programs are not eligible for no-cost facility usage. A payment plan may be utilized and must be paid in full for each year, annually or risk Agreement termination or forfeiture of future agreements.
- YSP's may not charge admission fees to practices or games covered under this Agreement. YSP must notify the Town of any fundraising efforts at the field and provide a full tracking of funds received and deposited into the team account.

## **Maintenance**

**YSP is responsible for removing all trash from the field area at the close of each use and placed in the provided dumpster.**

As it pertains to this Agreement, facility maintenance falls under the jurisdiction of TOCB. Only individuals approved by the TOCB Administrator and or its designee are permitted to maintain fields. Labor, materials and lights will be provided by TOCB at no cost to the YSP utilizing the facility so long as the YSP meets the criteria in the pre-qualifications of the Agreement and the Agreement is not in breach.

TOCB provides maintenance services and reserves the right to assess a maintenance surcharge to the YSP to reimburse the cost of direct expenditures incurred due to maintenance services being provided after regular maintenance hours as provided in a schedule annually to YSP or to repair facilities damaged by YSP. This may include regular staff time, overtime, materials and utilities as determined by the TOCB Administrator or designee.

Teams shall maintain the field areas while in use ensuring all trash is off the field and bleachers and in trash receptacles. Trash receptacles should be dumped in the dumpster upon leaving the field.

## **Reporting of Accidents/Incidents**

In the event of an accident/incident, a YSP representative on-site must contact the TOCB representative immediately to ensure that the issue is documented and reported appropriately.



## **Storage**

TOCB is under no obligation to provide storage at Town facilities, however, if permitted and utilized, the YSP and their representatives shall hereby release the Town of Chesapeake Beach from all liability for the loss of or damage to merchandise, goods, equipment or any other property whatsoever due to fire, theft, weather or any other reason arising from its operation under this Agreement. Proof of insurance covering stored equipment Town owned or managed property must be provided prior to the storage of any equipment. Coverage must name the Town of Chesapeake Beach as Certificate Holder and additionally insured. A separate Agreement for storage may be required.

## **Weather Related Closures**

TOCB reserves the right to delay, postpone or cancel any game, practice or other activity leading up to or during the event due to inclement weather or any other factors which might impair the safety of the participants or spectators or damage facilities. Upon determination of non-playability, TOCB will announce field conditions on the TOCB website [www.chesapeakebeachmd.gov](http://www.chesapeakebeachmd.gov), Monday through Friday after 3:00 p.m. and times as needed on evenings and weekends. It is the YSP's responsibility to monitor all announcements and/or changes and relay that information to the YSP membership.

TOCB will not be held fiscally responsible for sports officials or visiting teams/organizations that fail to be notified of facility closures. TOCB reserves the right to cancel any game, practice or event in progress due to deteriorating field conditions.

## **Use of Logos**

YSP shall not use the TOCB logo without prior written permission from the TOCB Administrator or designee. Mention of TOCB as a sponsor or co-sponsor must be pre-approved by the TOCB Administrator.

## **Concession Agreement**

YSPs that wish to operate concessions or vending must submit a written request to the TOCB Administrator or designee, sixty (60) days prior to the start date of operations. If written permission is granted, the YSP must obtain the proper Health Department documents and/or licenses in order to operate on Town property. Financial measures in section IV must be in compliance.



## V. EQUIPMENT, SIGNS AND IMPROVEMENTS

Only Town maintenance equipment is permitted at Town managed facilities (e.g. tractors, golf carts, utility vehicles, mat drags). Field alterations are prohibited, and any costs incurred in field restoration, due to unauthorized field alterations, will be charged to the YSP.

Requests for improvements and/or repairs to facilities must have prior written approval from the TOCB Administrator. YSPs will have one week from notification to remove unauthorized improvements or repair improvements not maintained or it will be removed by TOCB and all related costs charged to the YSP.

### **Park Signage**

YSP is able to promote its organization through approved signage subject to approval by the TOCB Administrator. The following restrictions apply:

- Only Town approved park signs will be placed at the field or surrounding areas.
- Permanent placement of signs is prohibited.
- Posting of approved signage is limited to 14 days.
- Signage must be removed by the YSP within 24 hours of the approved *end* date.
- Signs that are not removed by the deadline will be removed by TOCB and disposed of.
- YSP will forfeit its privilege of posting signs for a period of 18 months if not removed by the end date.
- Placement of signs may not be scheduled any earlier than 3 months prior to the approved start date of program or activity.
- Signs not to exceed 4' X 8'.
- Placement of signs: Signs must be placed as approved by TOCB.
- Signage that displays alcohol or tobacco branding or sponsorship is prohibited.

### **Scoreboards and Sponsorship Signage**

Only the name of the YSP and the *original name* of the business or businesses that donated funds to purchase the scoreboard may appear on the scoreboard on a permanent basis. If the YSP would like to recognize other sponsors during their activity permission must be granted by the Town prior to the placement of signs. See “park signage”.

## VI. GENERAL RULES

1. Alcoholic beverages are strictly prohibited.





2. Smoke and vaping are strictly prohibited.
3. Once facility availability has been allocated, the YSP must provide TOCB with confirmations two (2) weeks prior to the first date of play.
4. All persons entering any TOCB operated facility are subject to the policies therein. When necessary, law enforcement may be called to enforce policies.
5. Parking is restricted to designated parking areas only. Parking of any vehicle is not allowed on athletic fields.
6. Trash must be removed from the facility upon leaving and placed in the dumpster.
7. Assigned, and approved by the Town Administrator, point of contact must be present at all times the field is in use.

## **VII. FEES**

Any violation of the responsibility of the team will be charged a rate equal to the cost to make the repair or correction plus a \$50 administrative fee per occurrence.

## **VIII. TERMINATION**

Failure to adhere to any provision within this Agreement by the YSP or YSP member may result in termination for any reason at the sole discretion of TOCB, at any time.

## **IX. SOVERIEGN IMMUNITY**

By entering into this Agreement, Town of Chesapeake Beach and its “employees,” as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

## **X. THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Town and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement. The parties are independent for the status of each and this agreement does not create a partnership or any affiliation including joint venture.



## **XI. NO INDIVIDUAL LIABILITY**

No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

## **XII. SUFFICIENT APPROPRIATIONS**

TOCB's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by TOCB for the performance of this Agreement. TOCB's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement and shall be final.

## **XIII. SEVERABILITY**

In the event any portion of this agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of TOCB to sever only the invalid portion or provision, and that the remainder of the agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of this Agreement, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of TOCB in entering into this Agreement.

## **XIV. INDEMNIFICATION**

Each party to this Agreement shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents.

## **XV. CHOICE OF LAW**

This Agreement shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.



## **XVI. ENTIRE AGREEMENT**

The parties hereto agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understanding, promises or arrangements binding either part hereto that have not been written herein. The parties further agree that this Agreement can be amended only by written agreement signed by the parties hereto.



**TOWN OF CHESAPEAKE BEACH**

**YOUTH SPORTS PROVIDER AGREEMENT**

PERMIT NUMBER: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on the respective dates under each signature and will expire five (5) years from the date of last signature.

TOWN

WITNESS:

For: Town of Chesapeake Beach

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Holly Wahl, TOCB Town Administrator

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

YOUTH SPORTS PROVIDER

WITNESS:

For: \_\_\_\_\_

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Team Point of Contact Name: \_\_\_\_\_

Position with the Team: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_



**ATTACHMENT A**  
**Town of Chesapeake Beach**  
**Youth Sports Provider Agreement**

**Annual Affidavit of Background Check Compliance  
for Calendar Year 2023**

Organization Name \_\_\_\_\_

\_\_\_\_\_ (enter YSP name) will comply with the terms and responsibilities listed below:

- Maryland, Calvert County and TOCB guidelines govern the YSP's procedure in screening all persons over age 16 affiliated with the YSP that will have contact with minors. Background screenings will be conducted by the YSP sport's governing body or sanctioned provider at the YSP's expense.
- This is to include that all coaches and volunteers are not listed as a Sexual Offender / Predator on the Maryland Sexual Offender Registry website at <http://www.dpscs.state.md.us/sorSearch/> and the United States Department of Justice National Sexual Offender website at [www.nsopw.gov](http://www.nsopw.gov). All coaches and volunteers providing services under the YSP Agreement must provide the League President their name and birthdate to conduct the screening.
  - Additionally, the YSP will not authorize any individual to serve as a youth activity volunteer that refuses to consent to a background check.
  - Any person convicted of a crime as specified in the Calvert County disqualifiers (included as Attachment B), shall be prohibited from participation as a volunteer in leagues or programs using TOCB facilities.
  - YSP must maintain documentation regarding their member's qualification status as provided by TOCB. TOCB will only maintain documentation per TOCB documentation retention schedule.
  - Comply with all Federal and State of Maryland laws as it relates to youth sports programs. TOCB will advise YSP of any youth sports-related legislation once passed and signed into law.

Sworn before me this day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**ATTACHMENT B**  
**Town of Chesapeake Beach**  
**Youth Sports Provider Agreement**

Disqualifying Offenses:

1. All Sex Offenses- Regardless of the amount of time since offense.

Examples:

child molestation, rape, sexual assault, sodomy, prostitution, solicitation, indecent exposure, etc.

2. All Felony Violence- Regardless of the amount of time since offense.

Examples:

murder, manslaughter, first degree assault, kidnapping, robbery, first degree burglary, etc.

3. All crimes against children- Regardless of the amount of time since offense.

Examples:

child abuse, neglect of a minor, etc.

4. All Felony Offenses other than violence or sex- within the past 20 years

Examples:

CDS-related, theft, embezzlement, child endangerment, fraud, etc.

5. All Misdemeanor Violence- within the past 20 years

Examples:

first degree assault, second degree assault, battery, domestic violence etc.

6. Misdemeanor drug and alcohol offenses within the past 10 years

Examples:

driving under the influence, CDS possession, drunk and disorderly, public intoxication, possession of CDS paraphernalia, etc.



7. Any other misdemeanor within the past 10 years that would be considered a potential danger to children or is directly related to the functions of that volunteer.

Examples:

contributing to the delinquency of a minor, providing alcohol to a minor, theft- if a person is handling monies, etc.

8. Pending Charges- Individuals with any pending court cases for any of the disqualifying offenses will be disqualified from volunteering until the active case is brought to resolution or the charges are dropped.