# Soccer Field Agreement of Understanding

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2009 between the Town of Blacksburg (Town), a Virginia municipal corporation, and the New River United Soccer Association (NRUSA), a Virginia not-for-profit corporation.

WHEREAS, the Town owns several soccer fields for use as public recreational facilities; and

WHEREAS, the NRUSA is the primary entity providing recreational and travel soccer for residents of the Town; and

WHERE, the NRUSA wishes to use these soccer fields for soccer league practice and play;

NOW THEREFORE, the parties agree as follows:

## Term of Agreement

The initial term of this agreement shall be September 1, 2009 through July 31, 2012. This agreement may be renewed, upon the mutual consent of the parties, for up to seven additional one-year terms. If any party does not consent to the renewal of this agreement for the next one year renewal term, it shall notify the other party no later 120 days prior to the end of the current year’s agreement.

## Recognition

For the period of this contract, the Town recognizes the NRUSA as the primary entity providing youth recreational soccer to Town residents. In this capacity, the NRUSA will be accorded municipal-level scheduling privileges of town athletic fields. The NRUSA agrees to work cooperatively with the town to accommodate field usage requests by other entities.

## Use of Fields

### Fields Covered

The fields covered under this agreement include: Nellie’s Cave Park, Shenandoah Park, Kipps Park (Winfrey Fields, Kipps Elementary Field, and [per availability] the lower baseball/softball outfields), Municipal Park (Giles Field), Westover Park, and Primrose Park.

### Field Scheduling and operations

The NRUSA and the Town shall meet each February with the NRUSA Vice President for Operations, prior to the beginning of each spring season of soccer play, to schedule the days and times of field usage and to discuss maintenance topics covered in this agreement.

### Payment

The NRUSA agrees to pay the Town the sum of Eight Thousand Dollars ($8,000) annually, escalated 3% per annum, due April 1, for the term of this agreement. This payment represents a contribution by the NRUSA toward the costs borne by the Town in maintaining the fields, as outlined below.

### Other Facilities

The NRUSA may use other Town facilities, such as indoor play space or indoor meeting space, according to the terms available to the general public.

## Field Maintenance

### Mowing

The Town has responsibility for mowing all fields covered in this agreement. Keeping the fields mowed at a good height for both soccer play and sustained growth can be difficult if not well scheduled. As a guide, the suggested height to mow Kentucky bluegrass and perennial rye is 2.0-2.5 inches. Mowers should be set to never remove more than 1/3 of the grass blade at any one mowing.

### Irrigation

Because of the availability of irrigation, the Kipps fields have been identified as one of the facilities that the NRUSA would like to maintain at the highest possible quality and use for its highest–level competitions. The Town and the NRUSA agree to set forth a general irrigation schedule (e.g. always watering before sunrise) during the annual February field scheduling and operation meeting discussed above. The Town agrees to coordinate with the NRUSA on adjusting the irrigation schedule as needed, per changing weather conditions (e.g. drought, hurricane), to maintain the Kipps Park fields at the highest quality possible.

### Aeration, Seeding, Top Dressing, weed control and Fertilization

While the Town has the responsibility for general field maintenance, at times the NRUSA has been able to contribute to this maintenance by working with outside contractors and/or volunteers (e.g. the summer 2009 expenditure of $13,000 on intensive recovery of both Town and Montgomery County fields). To best coordinate the efforts of the Town and the NRUSA, the Town agrees to establish with the NRUSA a regular year-round maintenance schedule for the fields, including aeration, seeding, top dressing, weed control and fertilization.

The Town and the NRUSA agree to split and coordinate the responsibility for aeration of the Kipps Park fields. The Kipps Park fields will be aerated, at a minimum, four times per year. Preferably, to reduce the effect of large spoon plugs (as are created by the Town aeration equipment) on the play of soccer, the aeration taking place before the start of the spring and fall soccer seasons will be performed by a contractor/volunteer reporting to the NRUSA. These aerations will be coordinated with instruction by the Town’s field maintenance crew on the location of sprinkler heads that could be damaged during the process. Aerations taking place toward the end or after the completion of the spring and fall soccer seasons will be performed by Town field maintenance crews using Town aeration equipment. To allow for potential effects of fluctuating Town budgets, the division of aeration responsibilities will be confirmed on an annual basis at the field scheduling and operations meeting.

The current approach to weed control, where weed control agents are applied by a Town contractor during the Montgomery County School District’s spring break and again in August prior to the beginning of the school year, appears to be working quite well.

### High-Wear Areas

Following the conclusion of the spring soccer season, the NRUSA will coordinate a volunteer field maintenance day for the purpose of addressing high wear areas of the fields. The volunteers will be provided top soil and seed mixture from the Town of Blacksburg. Areas requiring extensive care and time to recover (e.g. a goal mouth) will be roped-off with either construction tape or temporary fencing. Goals will be moved off of the main playing surface at the conclusion of the spring soccer season and locked. In areas of extreme wear, the NRUSA may contract with a profession service for repairs. In this case, the NRUSA will coordinate with the town on scheduling.

### Field closing

Given the increasing and sizable investment by the NRUSA in the maintenance and upkeep of certain town fields, the NRUSA will have the right under this agreement to post Field Closed signs on the fields covered by this agreement that are actively maintained by the NRUSA when it is deemed by the NRUSA that the field may be damaged because of excessive wetness or under-development of repaired areas. The NRUSA will inform the Town, via email, when a closure occurs. Additionally, the NRUSA will establish and maintain, to the best of its ability given limited resources, a system of field usage rotation.

## Operation of Soccer Leagues

The NRUSA shall be responsible for all aspects of the operation of its soccer leagues, including registration, selection, team formation, coaching, and refereeing. The costs of operating the league, including the costs of officials, equipment, travel, uniforms, insurance, and all other team expenses, shall be the responsibility of the NRUSA.

## Liabilities and Insurance

### Town sovereign immunity

Nothing contained herein shall be construed to be a waiver of the Town’s sovereign immunity and/or immunities conferred upon the Town through Virginia Code, 1950, as amended, sections 15.2-1809 and 29.1-509, successor sections, or through any other source.

### Liability Insurance

The NRUSA shall maintain liability insurance in the amount of One Million Dollars ($1,000,000). The Town shall be named an additional insured party under this insurance. The NRUSA shall provide the Town with a valid, current certificate of insurance, at all times during the term of this agreement. The certificate must contain an endorsement indicating that coverage will not be cancelled or altered without 30 days advance written notice to the Town.

### Indemnification

The NRUSA agrees to hold harmless and to indemnify the Town for an y claims brought against the Town, its officers, or employees, arising out of the operation of the soccer leagues under this agreement, including the Town’s attorney’s fees and expenses incurred in investigating or defending any such claims.

## Termination of Agreement

Any party may terminate this agreement for a substantial breach of the obligations undertaken, if such a breach is not cured after reasonable notice thereof. For any such breach, the complaining party must give notice in writing to all other parties to the agreement, and the notice must permit a reasonable time to cure the breach.

## Notices

Notices required under this agreement shall be provided in writing and delivered personally or by first class mail (no electronic form of deleivery will suffice) to the parties as follows:

to the Town:

Dean Crane
Director, Parks and Recreation
Patrick Henry Dr.
Blacksburg, VA 24060

to the NRUSA:

President, NRUSA
2890 N. Franklin St., Suite D
Christiansburg, VA 24073

## General Provisions

### Controlling Law

The interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

### Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Agreement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Agreement, all of which are merged herein.

### Revisions

Revisions may be made to this agreement through the written consent of all parties. Revisions not in writing are not effective.

## Signatories

NEW RIVER UNITED SOCCER ASSOCIATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 President

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Secretary

TOWN OF BLACKSBURG

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 Town Manager