

# CALVERT COUNTY

## YOUTH SPORTS PROVIDER AGREEMENT

### 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 Calvert County Parks & Recreation Department (CCPR) for organizations requiring field/facility use after CCPR 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 Calvert County residents. The Calvert County Board of County Commissioners has authorized the CCPR Director to sign this agreement as well as edit, add to or revise the agreement and its attachments as needed to meet the changing demand of the Youth Sports Provider (YSP) program.

### PRE-QUALIFICATIONS

In order to be considered a YSP, an organization must be a Maryland registered entity, located in Calvert County and an Internal Revenue Service registered not-for-profit or nonprofit. Organizations wishing to use CCPR operated and maintained facilities for the purpose of providing youth sports programs must provide the following documents and meet the criteria addressed below. Documentation that does not change is only required to be provided once per term of this agreement, documentation that does change is required annually.

- Registered Maryland entity with its principal place of business being located in Calvert County and listed on Maryland Business Express.
- Documentation from the Internal Revenue Service indicating not-for-profit or nonprofit status.
- Certificate of General Liability Insurance naming the Board of County Commissioners of Calvert County Maryland as Certificate Holder and additionally insured with a minimum \$1,000,000 per occurrence. In addition, any YSP using a Board of Education (BOE) facility will be required to provide a certificate of insurance naming the Board of Education of Calvert County and Calvert County Public Schools (CCPS) and its employees as additional insured.
  - 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 Calvert County. Documentation: List of Board of Directors including names, addresses and contact information.
- Provide proof upon request to CCPR that 80% of its participants utilizing facilities in Calvert County as their "home" facility are Calvert County residents.
- Provide proof to CCPR that at least 75% of youth participants are registered to participate in volunteer-based recreational sports programming. Documentation: 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 2017 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 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 CCPR guidelines governing 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). If YSP utilizes CCPR as sanctioned provider, all coaches and volunteers providing services under the YSP Agreement must provide the YSP representative to CCPR 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, shall be prohibited from participation as a volunteer in leagues or programs using CCPR facilities. See ATTACHMENT B for recognized disqualifiers.
  - YSP must maintain documentation regarding their member's qualification status as provided by CCPR. CCPR will only maintain documentation per CCPR documentation retention schedule.
  - Comply with all Federal and State of Maryland laws as it relates to youth sports programs. CCPR will advise YSP of any youth sports related legislation once passed and signed into law.
  - All coaches 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 CCPR 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 CCPR Director on a case by case basis; proof for which to be provided by the YSP at the request of the CCPR Director:
  - Parent Organization requirements.
  - Referee Assigner.
  - Field Maintenance Coordinator.

- 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.)

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

CCPR will notify the requesting organization of receipt of their documentation within ten (10) business days and inform of any missing or incomplete information. Submission of required information does not guarantee facility usage. Facility usage is based on a number of factors including, but not limited to, historical usage and facility availability. To ensure the needs of all County residents are met, CCPR will use the following priorities in the issuance of facility space at County-owned facilities.

1. Calvert County operated or contracted programs.
2. BOE activities at facilities specified in BOE / County Memorandum of Understanding.
3. Youth Sports Providers (recreational sports programs) with approved Agreement.
4. Youth Sports Providers (travel / competitive sports programs) with approved Agreement.\*
5. BOE activities not specified in BOE / County Memorandum of Understanding.\*
6. Youth non-profit organizations offering recreational sports.\*
7. Youth non-profit organizations offering travel (competitive) sports.\*
8. Governmental agencies.\*
9. Private school programs.\*
10. Independent sports teams / travel / club / for-profit or coaches.\*

Once BOE/CCPS facility needs are met, CCPR will use the following priorities in the issuance of facility space at BOE-owned facilities.

1. Calvert County operated or contracted programs.
2. Governmental agencies (other than CCPR), educational institutions, or approved day care programs.
3. Youth Sports Providers (recreational sports programs) with approved Agreement.
4. Youth Sports Providers (travel / competitive sports programs) with approved Agreement.\*
5. Youth non-profit organizations offering recreational sports.\*
6. Youth non-profit organizations offering travel (competitive) sports.\*
7. Independent sports teams / travel / club / for-profit or coaches as approved by the BOE.\*

\*Subject to prevailing 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.

Calvert County reserves the right to withdraw YSP status or a permit granted to an organization at any time. 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 CCPR of any such activity.

CCPR schedules, maintains and monitors the use of all parks, schools, community centers (gyms), and satellite fields in Calvert County, not including high schools within Calvert County. CCPR 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 CCPR Director 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 CCPR Director 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.

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

- Fall – Soccer Last Friday of July and Football Second Friday of August
- Winter – Third Friday of December
- Spring – Soccer/Lacrosse Second Friday of February; Baseball/Softball Second Friday of March
- Summer – First Monday of June
- Other sports not listed as requested

In order to best serve all YSP organizations, the following is required at least one (1) week 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 County of residence.
- Full practice and game schedules.
- Field specifications as needed per age/grade division to include:
  - Pitching distance.
  - Base distance.
  - Special marking or lines.
  - Field Size.
  - Goal Requirements.
  - Any Other Special Needs.

Failure to provide may risk facility availability.

The CCPR Director 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 CCPR Director or designee may change the practice and game schedule of a YSP. Down-time for maintenance, repairs and turf rejuvenation is a programmed element of CCPR. Designated down time shall be minimized to ensure proper field usage and field care. All requests for use of facilities during down-time must be approved by the CCPR Director. Consideration may be made based on requested use, current field conditions, staffing availability, maintenance, schedules a future use of facilities. CCPR 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 CCPR.

## **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 CCPR 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 services in Calvert County are acting in a fiscally responsible manner, YSPs shall make available to CCPR 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. All financial information submitted to CCPR 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.
- CCPR, 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 CCPR.
- The YSP will provide scholarship / financial assistance as a component of their league structure.
- 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 CCPR 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. If YSP requests donations from spectators, it must be clearly labeled as such with visible signage at location where donations are being collected. The signage must use the word "donation" and be no smaller than 8.5"x11". If a violation occurs, the YSP will be charged the prevailing rate for facility usage.

## **Maintenance**

As it pertains to this Agreement, facility maintenance falls under the jurisdiction of CCPR staff only. Only individuals approved by the CCPR Director and or its designee are permitted to maintain fields. Labor, materials and lights will be provided by CCPR 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.

All removal of water from fields will be handled by CCPR staff only.

CCPR 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 CCPR Director or designee.

## **Facility No Shows/Game Set-Up Changes**

It is the intention of CCPR to fulfill its facility obligations to all YSP organizations. In turn, CCPR expects the same from each YSP once facility use has been granted. A no show is defined as a time period scheduled by YSP at a CCPR managed facility and not utilized or cancelled by the YSP 24 hours or more before the time period occurring. The following penalties will be enforced regarding any no show.

- No Show Game, first offense: YSP will be notified about no show and reminded of penalties for future occurrences.
- No Show Game, second offense: YSP will be assessed a penalty based on the chart below.
- No Show Game, third offense: YSP will be assessed a penalty based on the chart below and will lose the right to reschedule games for that particular division for a period of two weeks.
- No Show Game, fourth offense: YSP will be assessed a penalty based on the chart below and will forfeit all remaining game facility usages for that particular division.
- No Show Game, fifth offense may result in the termination of this Agreement.
- No Show Practice, first offense: YSP will be notified about no show and reminded of penalties for future occurrences.
- No Show Practice, second offense: YSP will be assessed a penalty based on the chart below.
- No Show Practice, third offense: YSP will be assessed a penalty based on the chart below and will lose practice privileges for a period of two weeks for that particular location/day.
- No Show Practice, fourth offense: YSP will be assessed a penalty based on the chart below and will lose practice privileges for that facility for the remainder of the season.
- No Show Practice, fifth offense may result in the termination of this Agreement.

Practice	Game
\$10 without lights	\$15 without lights
\$17.50 with lights	\$25 with lights

- ***\$10 fee for game set-up changes not received with at least 24 hours advance notice.***

### **Reporting of Accidents/Incidents**

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

### **Storage**

CCPR is under no obligation to provide storage at County facilities, however, if permitted and utilized, the YSP and their representatives shall hereby release Calvert County and CCPR 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 on County owned or managed property must be provided prior to the storage of any equipment. Coverage must name the Board of County Commissioners for Calvert County as Certificate Holder and additionally insured. A separate Agreement for storage may be required.

### **Weather Related Closures**

CCPR 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, CCPR will announce field conditions on the CCPR weather hotline at 410-535-1600 ext. 2640 and social media outlets, 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.

CCPR will not be held fiscally responsible for sports officials or visiting teams/organizations that fail to be notified of facility closures. CCPR reserves the right to cancel any game, practice or event in progress due to deteriorating field conditions. When a District Park has been completely shut down due to weather, all satellite fields within that district will also be closed. When BOE facilities are closed due to weather related issues, programs at those facilities will be required to be cancelled.

### **Use of County Logos**

YSP shall not use CCPR or other County logos without prior written permission from the CCPR Director or designee. Mention of CCPR or County as a sponsor or co-sponsor must be pre-approved by the CCPR Director.

### **Concession Agreement**

YSPs that wish to operate concessions or vending must submit a written request to the CCPR Director 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 County property. The granting of concession or vending privileges vary from facility to facility depending on obligations to current contracted concessionaires. When applicable, CCPR may obtain permission from the current contracted concessionaire in order to coordinate the services to be provided from the YSP. Contracted concessionaires are under no obligation to agree to a YSP's request to sell concessions or other vending products.

### **EQUIPMENT, SIGNS AND IMPROVEMENTS**

Only County maintenance equipment is permitted at County managed facilities (e.g. tractors, 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 CCPR Director. YSPs will have one week from notification to remove unauthorized improvements or repair improvements not maintained or it will be removed by CCPR and all related costs charged to the YSP.

### **Park Signage**

YSP is able to promote its organization through approved signage subject to the Calvert County Park Sign Policy. YSP must submit a completed request form to CCPR. Forms may be obtained by calling CCPR at 410-535-1600 ext. 2225 or online at [www.co.cal.md.us](http://www.co.cal.md.us). The following restrictions apply:

- Only Calvert County based non-profit agencies are permitted to post signs. Proof of non-profit status is required.
- 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 CCPR 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 on one of the designated numbered sign frames that are provided at each park.

- Approved signs must be posted with an approved CCPR sticker and displayed on the front of the sign.
- 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, temporary signs may be placed on the scoreboard and / or on the grounds ***adjacent to*** the activity. This signage must be removed at the conclusion of ***each day's activity***.

### **TOURNAMENTS, CLINICS, CAMPS AND SPECIAL EVENTS**

YSP is allowed one (1) intra-league end of season playoff tournament each season as a part of this Agreement.

All other tournaments, clinics, camps & special events are restricted to those times of the year that do not interfere with regular league play and do not exceed seven (7) days, including rain dates. Activities shall not be scheduled on recognized holidays or during downtime unless arrangements have been mutually agreed upon by the YSP and the CCPR Director. These activities require a separate facility permit and are subject to the prevailing fees for facility usage. Requests will be limited to two (2) events and considered during the following time of year:

- Last weekend of March.
- First weekend of April.
- Last weekend of June through the second weekend of August.
  - Allocated number of fields pertinent to the number of fields required.
  - Maximum of 6 fields in the back of Hallowing Point Park Hall Property or Back 22 combined.

Any date postponed due to weather during the activity may be rescheduled as facilities are available. Facility availability and preparation will be determined by CCPR. YSP is responsible to reimburse staffing costs for all fundraising activities. Should an activity fall on an official holiday, the YSP will be responsible for reimbursing the County for all staff costs and overtime fees incurred due to the holiday events. CCPR shall provide an estimate of such costs and YSP shall remit such amount prior to the activity. Any unused funds will be refunded. Any requested alterations to this section must be with written approval from the CCPR Director.

### **FEES**

CCPR maintains an approved fee schedule. The fee schedule contains various fees for field rental rates, labor, no show penalties, pavilion rentals, field lining, etc. A copy of the current fee schedule may be obtained by emailing the CCPR Director or designee.

### **GENERAL RULES**

1. Alcoholic beverages are strictly prohibited.



2. YSP members are urged to restrict the use of tobacco products to parking areas in Parks, Community Centers & Satellite fields. Tobacco products on Board of Education property is strictly prohibited.
3. Once facility availability has been allocated, the YSP must provide CCPR with confirmations two (2) weeks prior to the first date of play.
4. All persons entering any CCPR 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 is not allowed on athletic fields.
6. Field usage hours from mid-March to mid-November are Monday through Sunday from 8:00 a.m. to 10:30 p.m. for practice or 10:50 p.m. for game play (lighted fields). Indoor facility usage hours are early September to early June weekday evenings from 6:00-9:00pm (varies by facility).

### **TERMINATION**

Failure to adhere to any provision within this Agreement by the YSP or YSP member may result in termination for cause.

### **SOVERIEGN IMMUNITY**

By entering into this Agreement, CCPR, Calvert County 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.

### **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 County 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.

### **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.

### **SUFFICIENT APPROPRIATIONS**

CCPR's and/or Calvert County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by CCPR and/or Calvert County for the performance of this Agreement. CCPR's and/or Calvert County'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.

## **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 CCPR and/or Calvert County 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 CCPR and/or Calvert County in entering into this Agreement.

## **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.

## **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.

## **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.

# CALVERT COUNTY

## 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.

### COUNTY

WITNESS: For: Calvert County Board of County Commissioners

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Shannon Q. Nazzal, Parks & Recreation Director

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

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

### YOUTH SPORTS PROVIDER

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

\_\_\_\_\_  
Signature

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

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

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

The Board of Directors of \_\_\_\_\_ has authorized \_\_\_\_\_, President of the organization to execute these guidelines and agreeing that \_\_\_\_\_ will operate as a Youth Sports Provider in Calvert County in adherence to the guidelines and be bound by the terms and responsibility set forth herein.

**ATTACHMENT A**  
**Calvert County**  
**Youth Sports Provider Agreement**

**Annual Affidavit of Background Check Compliance**  
**for Calendar Year \_\_\_\_\_**

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

Board of Directors of \_\_\_\_\_ has authorized \_\_\_\_\_,  
President of the organization to execute these guidelines and agreeing that \_\_\_\_\_  
will comply with the terms and responsibilities listed below:

- Maryland, Calvert County and CCPR 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 CCPR facilities.
  - YSP must maintain documentation regarding their member's qualification status as provided by CCPR. CCPR will only maintain documentation per CCPR documentation retention schedule.
  - Comply with all Federal and State of Maryland laws as it relates to youth sports programs. CCPR 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**

## **Calvert County**

### **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 10 years

Examples:

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

5. All Misdemeanor Violence- within the past 7 years

Examples:

first degree assault, battery, etc.

6. Two or more Misdemeanor drug and alcohol offenses within the past 7 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 5 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.