

INTRODUCED: July 24, 2023

AN ORDINANCE No. 2023-242

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept a donation of a SnapSports mini pitch surface system with goal and lighting installation valued at approximately \$100,000.00 from the United States Soccer Foundation, Inc. and in connection therewith, to execute a Mini Pitch Program Donation Agreement – Fiscal Year 2024 between the City of Richmond and the United States Soccer Foundation, Inc., for the purpose of constructing a SnapSports mini pitch surface system with goal and lighting installation at Oak Grove Playground located at 2207 Halifax Avenue in the city of Richmond.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 25 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for an on behalf of the City of Richmond, is hereby authorized to accept a donation of a SnapSports mini pitch surface system with goal and lighting installation valued at approximately \$100,000.00 from the United States Soccer Foundation, Inc. for the purpose of constructing a SnapSports mini pitch surface system with goal and lighting installation at Oak Grove Playground located at 2207 Halifax Avenue in the city of Richmond.

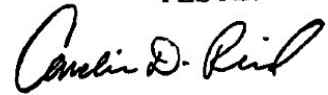
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 25 2023 REJECTED: _____ STRICKEN: _____

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to execute a Mini Pitch Program Donation Agreement – Fiscal Year 2024 between the City of Richmond and the United States Soccer Foundation, Inc., in connection with the acceptance of the gift authorized by section 1 of this ordinance; provided that such Mini Pitch Program Donation Agreement – Fiscal Year 2024 must first be approved as to form by the City Attorney and must be substantially in the form of the document attached to this ordinance.

§ 3. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Caroline D. Reed".

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-0813

File ID: Admin-2023-0813

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 06/28/2023

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 07/24/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Mini Pitch Program Donation Agreement - Fiscal Year 2024 Approved as to Form.pdf

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/28/2023	Chris Frelke	Approve	6/30/2023
1	2	6/28/2023	Wanda Marable - FYI	Notified - FYI	
1	3	6/29/2023	Reginald E. Gordon	Approve	6/30/2023
1	4	6/30/2023	Jason May	Approve	7/3/2023
1	5	6/30/2023	Sheila White	Approve	7/4/2023
1	6	7/3/2023	Sabrina Joy-Hogg	Approve	7/4/2023
1	7	7/7/2023	Lincoln Saunders	Approve	7/5/2023
1	8	7/19/2023	Mayor Stoney	Approve	7/11/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2023-0813

O&R REQUEST

DATE: June 27, 2023 **EDITION** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO - Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Jason May, Director of Budget and Strategic Planning

THROUGH: Reginald E. Gordon, Deputy Chief Administrative Officer-HS

FROM: Christopher E. Frelke, Director of Parks, Recreation and Community Facilities

RE: To authorize the Chief Administrative Officer to execute a Donation Agreement and accept a donation of a Mini Pitch Soccer System from the U.S. Soccer Foundation.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Donation Agreement and accept a donation of a Mini Pitch Soccer System from the U.S. Soccer Foundation valued at up to \$100,000.00.

REASON: The U.S. Soccer Foundation is interested in promoting youth soccer, particularly within communities that have athletic court surfaces that are underutilized and in need of reconstruction. This Grant will provide for the installation of a Mini Pitch Soccer System at the existing tennis courts at Oak Grove Playground. The U.S. Soccer Foundation will manage the entire installation of the mini-pitch system inclusive of the structure and inside surfacing. The donation of this Mini Pitch Soccer System will provide significant and attractive improvement to the grounds of the Oak Grove Playground and enhance recreation activities for the community.

RECOMMENDATION: The City Administration recommends adoption of this ordinance.

BACKGROUND: The U.S. Soccer Foundation as a part of their mission is facilitating donations of small soccer courts in communities across the United States. They have organizations who donate mini-pitch systems on an existing hard surface space. These systems are installed to re-purpose tennis courts, basketball courts or parking lots that are underutilized and or in disrepair. Courts are small, customized, hard court soccer spaces that are ideal for communities and provide a safe place to play for youth and adults. The space is lined for soccer specifically but can be used for other athletic and community activities and events.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: The City will receive a Mini Pitch Soccer System valued at up to \$100,000.00. The City will be responsible for routine maintenance costs associated with the Mini Pitch Soccer System.

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: July 24, 2023

CITY COUNCIL PUBLIC HEARING DATE: September 11, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Parks, Recreation and Community Facilities; Human Services; Budget and Strategic Planning; Finance

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): Minimal routine maintenance costs are expected in the future years after installation is completed.

ATTACHMENTS: Mini Pitch Program Donation Agreement - Fiscal Year 2024

STAFF: Christopher Frelke-Director of Parks, Recreation & Community Facilities 804-646-1128

Ray Chavis-Parks, Recreation & Community Facilities 804-646-1084

Allen McCown-Parks, Recreation & Community Facilities 804-646-5949

MINI PITCH PROGRAM
DONATION AGREEMENT – FISCAL YEAR 2024

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the **of June, 2023** (“Effective Date”), the United States Soccer Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to **City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia** (“Grantee”) **FY24-720**, acting for the purpose of this agreement through the Department of Parks, Recreation and Community Facilities (“DPRCF”) and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. **Foundation:** **U.S. Soccer Foundation**
Attn: Operations Department
1140 Connecticut Ave. NW, Suite 1200
Washington, DC 20036

Grantee: **City of Richmond**
Attn: Ray Chavis
900 E. Broad Street
Richmond, VA 23219
2. **Grant:** This Grant, awarded in the form of a SnapSports mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Musco Sports Lighting (“Vendor”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$100,000**.
3. **Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities, this Grant will provide the Mini Pitch at **the existing tennis courts at Oak Grove Playground** (the “Grant Project”) located at 2207 Halifax Avenue, Richmond, Virginia 23224, Parcel ID S0000644001.
4. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by the **of June, 2023**.
5. **Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
 - (a) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
 - (b) In preparation for the Mini Pitch installation, Grantee will provide necessary access for the Foundation’s Vendor, which includes, but is not limited to: identification and communication of underground utilities or other access issues related to the Vendor’s ability to access the Mini Pitch location via forklift, temporary removal of chain link fencing, and providing access for freight truck delivery. Additionally, Grantee will complete electrical work to provide power to the Mini Pitch within 3 months of the installation completion, if not completed prior to the installation start date.

Should Grantee fail to provide such access and information, especially as it relates to underground utilities, the Foundation and Vendor shall not be responsible for damage caused by Vendor due to lack of such information.

In event the Parties cannot reach an agreement on the terms and conditions of access to the property, the Foundation will have no obligation to perform the services contemplated herein. This Agreement will terminate, and the Parties will have no further obligations one to the other.

- (c) Upon completion, the Mini Pitch, Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch.
- (d) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, the property on which the Mini Pitch will be installed. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the Effective Date.
- (e) Prior to commencing installation of the Mini Pitch, Foundation will obtain, and Grantee shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to allow successful completion of the Grant Project. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.

7. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the Grant Project.

8. **Grantee Reports:**

- (a) **Impact Reports:** Following completion of the Mini Pitch, Grantee shall complete to Foundation a report, provided by the Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, for five (5) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
- (b) **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
- (c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area.

9. **Publicity Material and Recognition:**

- (a) Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
- (b) The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
- (c) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation.

10. **Awareness Opportunities:** Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), and/or that of its funding partners, on the surface of the Mini Pitch. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark. The City has the right to continue the display of such Marks in the City's sole discretion.

Additionally, Grantee will allow Foundation to install signs/banners on the premises on which the Mini Pitch is installed, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

- 11. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
- 12. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
- 13. **Absence of Warranties:** FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER. In no event is this Section 13 to be interpreted as an agreement by the City to indemnify the Foundation.
- 14. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.

15. Insurance Requirements:

- (a) **Insurance Requirements of the Mini Pitch.** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, at its expense, the following insurance, or appropriate self-insurance, which shall protect Grantee and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and the Mini Pitch pursuant to this Agreement:
- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death).
 - (ii) Automobile Liability insurance covering liability arising out of the Grantee's use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
 - (iii) Workers' Compensation insurance covering employees of Grantee involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
 - (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
 - (v) Participant Accident insurance covering all Participants and other individuals using the Mini Pitch with limits not less than \$5,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use and maintenance of the Mini Pitch; and (2) shall be written by insurance companies that are licensed to do business in the state in which the Mini Pitch is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

- 16. Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
- 17. Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding

any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.

18. **Additional Documents:** The Parties agree to enter into such additional documents as may be necessary and agreeable in order to carry out the purposes of this Grant subject to all necessary authorizations.
19. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the City of Richmond, Virginia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
20. **Attorneys' Fees:** Each Party is responsible for paying their own costs and expenses, including reasonable attorneys' fees, incurred in connection with any litigation concerning this Agreement.
21. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
22. **Notices:** Any notices given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as provided or at such other address as Foundation may designate, or (b) if to Grantee, at the address of Grantee provided or at such other address as Grantee may designate.
23. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
24. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

U.S. Soccer Foundation

City of Richmond

By: _____

By: _____

Name: Rob Kaler

Name: Lincoln Saunders

Title: COO & General Counsel

Title: Chief Administrative Officer

Date: _____

Date: _____

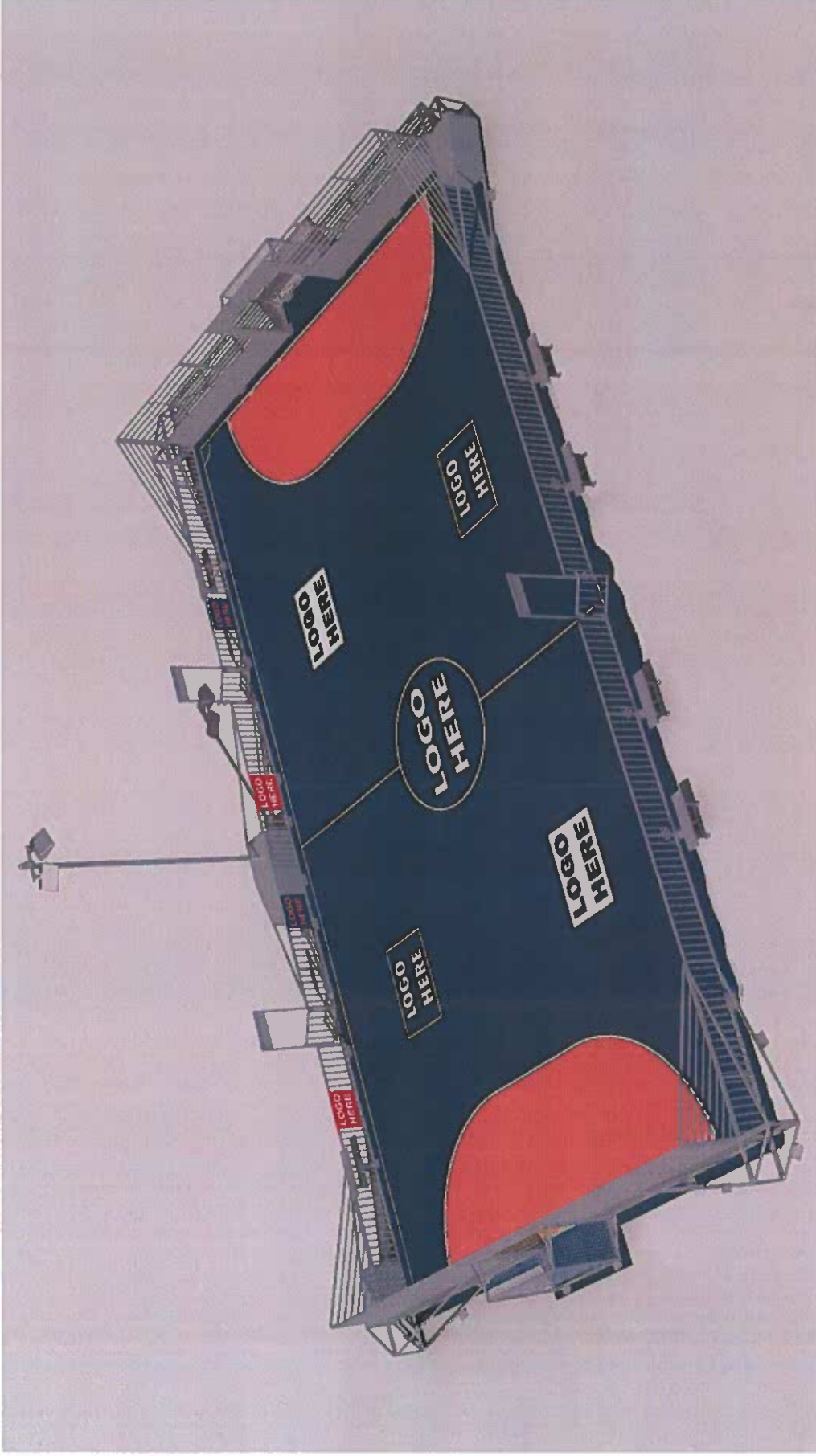
Approved as to Form:

Keisha Dillard-Brady

Keisha Dillard-Brady

Date: 6/27/2023

ATTACHMENT A



Note – Mini-Pitch structure rendering is above. Surface design and Sideline Sign Boards design is below.



Sideline 1 L to R



Sideline 2 R to L

