

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Park Permit Office (Silver Spring), 9500 Brunett Avenue, Silver Spring, MD 20901, Tel.: 301-495-2525 Fax: 301-495-2484

Park Permit Office (Germantown), 12900 Middlebrook Road, Germantown, MD 20874, Tel.: 301-495-2480

www.parkpermits.org

A POLICY FOR THE CONSIDERATION OF THIRD-PARTY OPERATED CAMPS ON SKILL CLINICS ON PUBLIC PARKLAND*

**adopted by the Maryland-National Capital Park and Planning Commission, Montgomery County Planning Board on 02/05/04*

Policy

The Department of Park and Planning shall allow the operation of camps and skill clinics on public parkland by non-profit as well as for-profit organizations. The fee structure is designed to both provide these fields for Montgomery County youth, and to establish a dedicated fund that can go toward enhanced maintenance of the fields, including (longer term) irrigation of the fields, to support the increased use.

Procedures and Fees

The following procedures will manage the request and approval processes for summer camp and clinic requests:

1. These local parks should be considered first as most appropriate for day camps and skill clinics, since they contain picnic shelters with locked restrooms and at least two athletic fields (to provide additional field capacity to allow for rotating field use) for available for reservation:
 - Calverton Galway Local Park
 - Darnestown Local Park
 - East Norbeck Local Park
 - Georgian Forest Local Park
 - Gunners Lake Local Park
 - Ovid Hazen Welles Recreational Park
 - Wheaton Forest Local Park
2. Requests for local parks not designated above must be approved by the Park Manager.
3. Other facilities, such as recreation buildings in local parks, picnic shelters and fields in regional parks may also be considered.
4. The weekly fee for one of the designated "camp/clinic" parks (or other approved local park with more than one field) will be \$150 in addition to \$150 refundable security deposit, payable at the time the permit is issued.
5. The weekly fee for use of a regional or recreational park field will be \$250 in addition to a \$150 refundable security deposit, payable at the time the permit is issued.
6. All camp operators will be charged 10% of their gross receipts, payable prior to the start of its first session.
7. A surcharge of \$10.00 per camper/per session will be applied and payable by the start of the first session.
8. Applications must be submitted to the Park Permit Office by December 31st for consideration for the summer season and by May 31st for the fall season.
9. Applications must include a brochure describing the camp's target age group, programs and fees, if available from the camp's previous year of operation.
10. Applications must include a certificate of liability and contractual indemnity insurance naming "The Maryland-National Capital Park and Planning Commission" as additional insured.
11. Applications will be reviewed by the Park Permit Office for availability of and assignment of field and facility space, by the Park

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Manager for identification of maintenance tasks, and by the General Counsel for preparation and approval of the contract.

12. Camp operators will be responsible for adherence to all local, state and federal laws pertaining to camp operations, including criminal background checks on its employees.
13. The Commission may impose other fees for damages estimated to be beyond the initial deposit.
14. No refunds or adjustments will be made for inclement weather cancellations.
15. The Montgomery County Recreation Department will be exempt from these special fees and will be charged the regular rate for permitting recreation buildings and fields in order to operate its summer camp program.
16. Any funds expended by or on behalf of the operator of a camp for the maintenance and/or the renovation of park athletic facilities may be offset against the 10% of the gross receipts and or the \$10/player assessment.



Special Rules regarding paragraph 16 of A POLICY FOR THE CONSIDERATION OF THIRD-PARTY OPERATED CAMPS ON SKILL CLINICS ON PUBLIC PARKLAND, dated February 5, 2004.

In order for the camp operator to offset expenses against the 10% of receipts or the \$10.00 per camper assessment, the following conditions for those expenses must be met, and the amount allowed to be offset must be approved in advance of the camp by the Park Permit Office.

Expenses which may be used to offset assessments must meet the following criteria:

1. All offset expenses must be approved in advance by the Region Management, using the guidelines as listed below, plus any other guidelines the Region may choose.
 - A. Improvements must be approved by the Region, to include when the work is to be done, what are the performance standards, acceptable completion and acceptance by the Region, Insurance and bonding as determined by the Risk Management Office,
 - B. Value to the park of the work done under this rule must endure beyond the dates of the camp.
 - C. Work done may not disrupt or displace other park users.
2. The value of the offset expenses must be proportional to the benefit to the park;
3. The work done under offset expenditures must be guaranteed;
4. Any offset expenses may be applied to the 10% or to the \$10.00 per camper, but not both.

NOTE: Fees subject to change without notice

Received By: _____ Date: _____

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CAMP/CLINIC LICENSE AGREEMENT

This License Agreement is between the Maryland-National Capital Park and Planning Commission ("Commission") and _____ (Licensee).

Whereas, the Licensee wishes to operate a camp/clinic in the Park(s) listed in Attachment A ("Park"); and

Whereas, the Licensee wishes to enter into a License Agreement with the Commission.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration the Commission and the Licensee agree as follows:

1. Recitals. The above recitals are incorporated herein.
2. Grant of License. The Commission grants to the Licensee a license to use the Field(s) located in the Park(s) to operate a camp/clinic as described in Attachment A, attached hereto and incorporated herein.
3. Operations. The camp/clinic shall conform to the camp/clinic described in Attachment A.
4. Term. The term of this Agreement is from _____ through _____.
5. Use of Fields. Commission shall issue permit(s) to the Licensee for the Field(s), date(s) and time(s) listed in Attachment A.
6. Insurance. The Licensee is responsible for obtaining and maintaining general liability and contractual indemnity insurance covering the Licensee and Licensee's employees, instructors, subcontractors, volunteers, campers, students and visitors as required by the Commission's Office of Risk Management. The Licensee shall submit with the Agreement a certificate of insurance verifying the existence of the required insurance to the Commission along with the Licensee's permit application. The Licensee shall obtain the insurance coverage from an insurer licensed to transact insurance business in the State of Maryland. The certificate shall name the Commission as an additional insured and shall provide that the Insurer shall provide prompt written notice to the Commission prior to the termination, modification or cancellation of insurance coverage.
7. Non-Discrimination. The Licensee shall not discriminate against any person because of race, creed, sex, age, color, national origin or disability. If the Licensee is determined to be in violation of Federal, State, or County nondiscrimination laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Agreement in whole or in part, and the Commission may declare the Contractor ineligible for any future Agreements.
8. Indemnification. The Licensee shall indemnify, defend and save harmless the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, costs, claims, damages and expenses of any kind, including attorney's fees, which are made against or incurred by the Commission arising from the Licensee's negligence, improper conduct or failure to perform or performance of any of its obligations under the terms of this Agreement. The act or omission of any agent, employee, officer or representative of the Licensee is deemed the act or omission of the Licensee.
9. Income Tax Form. The Licensee shall submit with the Agreement the most recent income tax form fully executed and dated that Licensee filed with the Internal Revenue Service, U. S. Department of the Treasury.
10. Licenses and Taxes. The Licensee shall obtain and maintain all necessary permits and licenses. The Licensee shall pay all applicable taxes, fees and charges, including but not limited to sales, use, admission and amusement, and income taxes.
11. Certificate of Good Corporate Standing. If the Licensee is a corporation, the Licensee shall: (a) maintain its corporate status in good standing with the State of Maryland for the term of this Agreement, and (b) submit with the Agreement a document showing the Licensee is in good standing from the Maryland State Department of Assessments and Taxation.
12. Criminal Background Checks. In accordance with Sections 5-560 through 5-568, Family Law Article, Annotated Code of Maryland, the Licensee must have criminal history background checks conducted for Licensee and Licensee's employees,

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- subcontractors and volunteers because they care for or supervise children. The Licensee must submit the report of the background check to the Commission before the Commission issues a permit.
13. Fees, Charges and Deposits. The Licensee shall pay to the Commission any applicable fee, charge and deposit as shown on Attachment B, attached hereto and incorporated herein.
 14. Disclosure. The Licensee must ensure that all written materials issued by the Licensee expressly state as follows: "The administration and operation of the camp/clinic at the Park is the sole responsibility of the Licensee".
 15. Termination. The Commission may terminate this Agreement for cause upon 10 days prior written notice to the Licensee, provided that the Commission has first given written notice of a breach or default to the Licensee along with a reasonable time for the Licensee to cure the alleged breach or default.
 16. No Joint Venture. The Licensee is an independent contractor and is not a partner, joint venturer, agent, representative or employee of the Commission.
 17. Non-Assignment. The Licensee may not assign any rights nor delegate any duties under this Agreement without the prior written consent of the Commission.
 18. Maryland Law. This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Montgomery County, Maryland.
 19. Laws and Regulations. The Licensee must comply with all applicable Commission, Federal, State, County and local laws and regulations applicable to the operation of the camp/clinic.
 20. Non-Expiration Clause. The provisions of this Agreement, which impose duties and obligations on the Licensee beyond the expiration date of this Agreement, shall survive the expiration of this Agreement.
 21. Audit. All books and records kept and maintained by the Licensee relating to or containing information about the camp/clinic shall be subject to audit by the Commission and its officers, employees, agents and representatives upon reasonable advance written notice.
 22. Notice. The Licensee shall send or deliver any form, agreement, notice, document, written communication and payment to:

Park Permit Office
M-NCPPC
9500 Brunett Avenue
Silver Spring, MD 20901

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the Licensee and the Commission have executed this Agreement on the dates written below:

Licensee: _____

Date: _____ By: _____

(Signature)

Typed Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Date: _____

By: _____

Oscar S. Rodriguez, Executive Director

ATTEST

Date: _____

By: _____

Patricia Colihan-Barney, Secretary- Treasurer