

## LOCAL ASSOCIATION POLICY

LOCAL ASSOCIATION POLICY This Local Association Policy is entered into between Northern California Nevada Cycling Association. ("NCNCA"), a California nonprofit corporation with its principal place of business located at 18071 Monterey Rd, Morgan Hill, CA 95037, and Northern California/ Nevada Cycling Association Member clubs.

**1. Territory of NCNCA.** LA (NCNCA) shall be the USAC Local Association in the following geographic area:

The area of the State of Nevada defined by zip codes beginning with 89300 and ending with 89899, and the area of the State of California encompassing Monterey, Kings, Inyo, and Tulare Counties and all counties to the north of those counties, United States Postal Zip Codes as determined in the current National Zip Code Directory.

**2. Local Association's Obligations.** LA's obligations under this agreement shall include the following:

a. be recognized by the Internal Revenue Service ("IRS") as a tax exempt organization under the Internal Revenue Code and provide USAC with a copy of its letter of recognition from the Internal Revenue Service as a tax exempt organization ("Exemption Letter") upon request by USAC;

b. post on its website its IRS form 990 for the three most recent years;

c. post on its website its financial statements for the three most recent years;

d. post on its website its current bylaws and other organic documents;

e. provide USAC with a completed W-9;

f. encourage all race directors within the Territory to permit events in the Covered Disciplines with USAC;

g. make reasonable efforts to schedule events in coordination with National Calendar and International Calendar events;

h. make reasonable efforts to calendar and coordinate Covered Discipline events to optimize participation and create minimal conflicts between events;

i. make reasonable efforts to lead and promote communication, collaboration and cooperation between event directors;

j. review and submit completed event permits to USAC; however, LA may decline to submit an event permit to USAC if the event director seeking such permit is delinquent in the payment of fees charged by the LA as provided for in Section 8 of this agreement;

k. encourage race directors to submit post event documents (including, but not limited to results) to USAC within 21 days of the final day of the event, and assist in the recovery of outstanding and delinquent post event documents including, but not limited to outstanding payments for Local Association, USAC fees, and missing results;

l. assign qualified officials for all non-national championship events in accordance with USA Cycling Policy IV, including but not limited to events on national calendars, state championships, and local events;

m. assist members with license upgrading up to Category 2 for road, track and cyclo-cross disciplines and license downgrading in accordance with the USAC Rulebook;

n. provide membership with a communication forum such as web site, newsletter, and social media feeds;

o. support, promote, and facilitate USAC programs including those for membership, officials, and race directors;

p. support and promote athlete development opportunities and programs and communicate these to members with guidance and assistance of USAC;

q. keep USAC provided member e-mail addresses confidential and only use such e-mail addresses to communicate with USAC members while fulfilling LA's obligations under this agreement;

r. regularly promote membership offerings from USAC including Race and Basic as well as their Silver and Gold options through such means as available (website banner ads, e-mail, social media channels);

s. encourage race director adherence to best practices as defined in the LA policies and procedures;

t. host an annual event directors summit; and u. prominently display the Licensed Marks on LA's website.

**3. Local Association Fees and Surcharges.** LA may charge membership fees and surcharges subject to the following conditions:

a. Mandatory annual club membership fees may not exceed \$150. NCNCA Membership fees are \$125

b. LA may charge rider surcharges only for Category A, B, C, D, and E level events held within LA's Territory.

c. If LA does charge a mandatory annual individual membership fee, such rider surcharges may not exceed \$1.75 per rider day.

d. LA shall publish, in a location easily accessible to LA's membership and event directors, a schedule of all membership fees and surcharges that it charges. In conjunction with this schedule of fees, LA shall publish a detailed explanation of how such fees and surcharges are used to further the mission of the LA.

e. LA fees are currently \$1 per unique racer, per day. This fee must be submitted by check to the NCNCA in no more than 21 days after the date of the event.

**4. SafeSport; Criminal Background Checks.** LA shall require criminal background checks (“CBC”) and SafeSport training as follows:

a. LA shall conduct a CBC for (i) all staff and board members of the LA and (ii) any person who is authorized, approved, or appointed by the LA to (a) a position of authority over an athlete who is a minor or (b) to have frequent contact with athletes who are minors.

b. CBC’s should be conducted prior to an individual beginning any role described in Subsection 1.a., and must be completed every two years thereafter. All CBC’s must comply with USAC’s Criminal Background Check Policy as amended from time to time. USAC’s Criminal Background Check Policy is published on USA Cycling’s SafeSport website.

c. All individuals in roles described in Subsection 1.a. shall also complete SafeSport education training (i) before regular contact with an athlete who is a minor begins, or (ii) within 45 days upon beginning any such role.

d. LA must notify USA Cycling of all individuals who are currently serving in any role described in Subsection 1.a., and within 10 days of an individual beginning any such role.

**5. Insurance.** LA will maintain in full force and effect general liability insurance in the amount of \$1,000,000; and will have USAC named as a named insured. If the LA purchases its general liability policy through USAC’s Club/LA General Liability Program through Fairly Group, USAC does not need to be added as a named insured. LA will supply proof of such insurance to USAC. In addition, LA shall maintain in full force and effect workers compensation insurance as may be required by the state(s) in which the LA does business.