

AN AGREEMENT WITH THE OAK RIDGE YOUTH ASSOCIATION FOR USE OF CERTAIN FACILITIES OWNED BY THE TOWN OF OAK RIDGE.

THIS AGREEMENT is made between the Town of Oak Ridge, a North Carolina municipal corporation ("the Town"), and the Oak Ridge Youth Association, Inc., a North Carolina non-profit corporation ("the ORYA")

WITNESSETH:

THAT, WHEREAS, the ORYA desires to use certain fields and structures ("the facilities") located on lands owned by the Town of Oak Ridge and being more specifically described herein; and

WHEREAS, the Town desires to make said facilities available to ORYA upon certain terms and conditions as hereinafter set forth, pursuant to and in furtherance of the public policies of Chapter 160A, Article 18 of the North Carolina General Statutes, and subject to administration by the Town of Oak Ridge Parks and Recreation Department ("ORPRD");

NOW, THEREFORE in consideration of the premises and covenants herein contained, the Town and ORYA agree and contract as follows:

1. **FACILITIES:** The Town hereby agrees to the use of the following athletic fields and park structures by ORYA in accordance with the terms and conditions contained hereinafter set forth:

Football/Soccer/Lacrosse fields described as Field #1 and Field #2; Baseball/Softball fields described as Field #3 and Field #4, all described as Game Fields; the concession stand; the three open field areas running parallel to Linville Road described as Practice Fields; paved parking lot and all other athletic support amenities at Town Park; 6231 Lisa Drive, Oak Ridge, North Carolina.

2. **TERM:** This term shall extend from January 1, 2017 to December 31, 2017. ORYA may renew this Agreement annually, by filing the following documents with the ORPRD:

- (a.) A written request for renewal to be made by ORYA not less than 90 days prior to the expiration of this Agreement each year.

- (b.) The following information attached to the renewal request:

- (1) A financial statement covering the prior year of the Agreement setting forth the complete expenditures of ORYA on the facilities.

- (2) A statement of achievements by ORYA in relation to its goals set forth for the immediate past term of the Agreement.

- (3) A Statement of ORYA's goals for the upcoming year and how they are proposed to be accomplished.

3. **INDEMNIFICATION OF TOWN:** ORYA agrees to and will at all times indemnify, save and hold harmless The Town of Oak Ridge and ORPRD from all liability, claims, demands, damages, and costs of every kind and nature, including attorney fees at trial or appellate levels, and damage to any and all property including loss of use thereof, resulting from or in any manner arising out of their relationship with the Town of Oak Ridge and ORPRD, their officers, employees, or agents, or resulting from or in any manner arising out of their relationship with the ORPRD, excepting only liability resulting solely from negligence of the Town of Oak Ridge or ORPRD. ORYA shall, upon request from the Town of Oak Ridge, defend and satisfy any and all suits arising from its use of

AP

the facilities. ORYA will provide the Town of Oak Ridge, upon initial execution and each renewal of this Agreement, a certificate of liability insurance coverage naming the Town of Oak Ridge as insured in the amount of One Million (\$1,000,000) Dollars.

4. DUTIES OF TOWN: The Town acting through ORPRD shall:

- (a.) Maintain the facilities in accordance with the standards deemed necessary by the ORPRD after consultation with ORYA. This will include game-prepping infields for scheduled fields, chalking lines and keeping non-game fields in a practice-ready state during the week.
- (b.) Grant authority to ORYA for determining if play should be authorized in questionable situations such as, but not limited to, rain, other inclement weather, severe drought, etc. only in the circumstance where the Director of the ORPRD or his/her designee is not available to make that decision.
- (c.) Grant ORYA priority use of the available facilities during the course of their seasons described hereinafter in this Agreement.
- (d.) Assume responsibility for the costs of repairs to, and maintenance of, restrooms serving the facilities as reasonably required by normal use of said facilities; all in accordance with specification established by the Guilford County Health Department.
- (e.) Assume responsibility for the costs of repair to, and maintenance of, concession structures serving the facilities as reasonably required by normal use of said facilities.
- (f.) Assume responsibility to maintain other existing structures at the facilities such as bleachers, dugouts, fencing, irrigation, lighting, scoreboards, and accessory buildings as reasonably required by normal use of said structures.
- (g.) Assume the responsibility for the cost and replacement of lights, ballasts and fixtures.
- (h.) Assume the responsibility for payment of normal utility services.
- (i.) Assume the responsibility for grounds care in and around all facilities.
- (j.) Allow ORYA the use of field fencing for the sale and display of sponsor and accomplishment signage provided they meet the following requirements:
 - (1.) All signage must meet the requirements set in Item 4 of the Historic Preservation Commission's Certificate of Appropriateness (Number 5-14-08A) prior to installation.
 - (2.) All signage must meet applicable fire and building code requirements.
 - (3.) All signage may only be displayed in locations approved by the ORPRD. Content must be approved by the P&RC.
 - (4.) All signage must be maintained by ORYA. Signs not meeting these requirements must be promptly repaired or they will be removed.
- (l.) Assume the responsibility to maintain any certification required for the concession stand by the Guilford County Health Department.
- (m.) ORPRD reserves the right of first refusal to run a concession operation at the facilities but will allow ORYA use of the concession stand during periods of their -2- (D)

activities. ORPRD shall, in a timely manner, submit to ORYA a calendar of events so that concessions may be available for those events. ORPRD will make every reasonable effort to operate its concession operation independent of that of ORYA's.

(n.) Shall issue necessary keys to ORYA President and all ORYA sport directors. Other ORYA Board members may be issued keys at the discretion of the ORYA President. Keys will be distributed from Town Hall and the key log must be signed by the recipient. Keys are to be immediately returned to Town staff upon separation from ORYA.

(o.) Shall be responsible for keeping foul lines painted on the baseball/softball fields.

5. DUTIES OF ORYA: ORYA during its athletic seasons shall:

- (a.) ORYA sport directors shall provide written game and practice schedules in a timely fashion for the purpose of inclusion in the ORPRD master facilities schedule. Any weekend usage requests will be made on the second Monday of December of the year prior to the Agreement term.
- (b.) Maintain the fields, dugouts, grounds outside the playing area and parking lot free of paper and debris accumulating from ORYA use or the operation of any concession stand during ORYA activities. All such paper and debris shall be placed in appropriate trash or recyclable receptacles for removal. Full trash receptacles will be emptied into the park dumpster.
- (c.) Assume the responsibility for the cost and repair of any damage to restroom facilities caused by misuse resulting directly from ORYA activities.
- (d.) Assume the responsibility to make sure that the restrooms get locked when ORYA activities run into the evening, all toilets flushed, paper picked up off of floors and the restrooms left in presentable condition. All athletic field lights will be turned off.
- (e.) Assume responsibility for the cost and repair of any damage to concession stand facilities or contents caused by misuse directly resulting from ORYA use. ORYA will stock and supply the concession operation during its use thereof and assumes responsibility for the security of stocked items. All existing food and beverage contracts in effect with the Town of Oak Ridge supersede those made by ORYA while providing concessions at Town Park. Also acknowledges that Styrofoam cups will not be allowed for public use. Money will not be left in the concession facility overnight.
- (f.) Be granted permission to contract their concession operation provided the concessionaire meets the provisions defined in Section 5(e) of this Agreement. The subcontracted vendor will either:
 - (1.) Have liability insurance of its own under which the Town is covered expressly or by its general terms, or,
 - (2.) ORYA will need to have the vendor covered under its policy to protect the the Town from claims.
- (f.) Agree to be responsible for the secure storage and general care of scoreboard remotes that will be stored in the concession stand.



(g.) Assume the responsibility for the cost and prompt repair of any turf damage to the playing fields resulting from ORYA activities.

(1.) Criteria to be used in the initial determination as to the playability of the fields in a situation where ORPRD is unavailable to make that determination shall be:

(I.) Standing water 2 inches or more on the field of play;

(II.) Soil saturation;

(III.) Walking on turf causes water to rise;

(IV.) Walking on heels causes indentations;

(V.) One inch of rain or more 24 hours prior to scheduled activity followed by steady downpour on game/practice day;

(VI.) Player's footing becomes unstable, slipping 6" or greater;

(VII.) Extreme drought condition where 50% of the playing surface has become dormant;

(VIII.) Lightning;

(IX.) Poor visibility;

(X.) Other Acts of God.

(h.) Assume the responsibility for the purchase of approved infield conditioners, field paint, and marble dust that will be used for ORYA activities.

(i.) Assume the responsibility for any game-prepping fields on weekends.

(j.) Assume the responsibility for all initial field layouts.

(k.) Assume responsibility for painting all fields. Lines of demarcation shall be made of approved athletic field marking paint and shall be precisely laid in accordance to standards set by the governing bodies of the respective sports.

(l.) Provide ORPRD notice by 9:00 a.m. of any given day, of any games that have been added to the schedule for that day for the purpose of ORPRD game-prepping those fields.

(m.) Assume the responsibility to assure ORPRD, that only ORYA-sanctioned volunteers will work on the facilities and that all tools and field maintenance equipment will be locked away when not in use.

(n.) Assume the responsibility for maintaining in proper working order and reasonable appearance, all goals, netting, equipment and related material. Said items shall be stored in areas designated by ORPRD.

(o.) Assume the responsibility for notifying ORPRD of any known maintenance or repair issues as soon as possible.

- (p.) Assume the responsibility for the cost and repair to damage to fences, gates and backstops resulting directly from ORYA use. Throwing, hitting or kicking balls into, or climbing fencing is not permitted.
- (q.) Assume the responsibility to have an ORYA Board Member or Committee Member present at the park at all times during any ORYA activity for the purpose of enforcing Town Park rules and house-keeping standards.
- (s.) Assume the responsibility to make every effort to ensure that all vehicles are parking only in designated areas.
- (t.) Assume the responsibility to reimburse ORPRD for the use of athletic field lighting for their activities and also for one-half of a year's supply of field-marking chalk.
- (u.) Assume the responsibility for prompt payments and reimbursements to ORPRD: reimbursements of expenses shall be made no later than two (2) weeks from receipt of invoice; payment of user fees shall be made in accordance to the timelines set forth in Article 12 of this Agreement.
- (v.) Assume the responsibility to remove from park grounds all ORYA equipment used in conjunction with their respective sports no later than two weeks after the last game or practice.

6. IMPROVEMENTS: At all times ORYA agrees it will:

- (a.) Assume responsibility for all costs required to construct and maintain any future authorized improvements made to the facilities requested by ORYA to facilitate their programs and all such improvements or modifications shall become and remain the property of the Town of Oak Ridge. Improvements or modifications by ORYA to the facilities shall be made only upon the prior written approval of the ORPRD, as directed, or approved by the Town, and such approval will not be unreasonably withheld. ORPRD shall agree on the selection and scheduling of contractors for any such improvements. Any such contract shall be made and executed in compliance with applicable law pertaining to construction upon public property.
- (b.) Refrain from adding materials to the playing fields without expressed consent of the ORPRD.

7. PRIORITY USE OF AVAILABLE FACILITIES: During the defined ORYA athletic seasons ORYA shall be granted priority use of the available facilities including the spring baseball, spring softball, spring soccer, lacrosse, football, cheerleading, fall baseball, fall softball, and fall soccer game and practices described herein. Said priority usage shall be determined by ORPRD upon ORYA's timely submission of proposed schedules of practice times and game times which, when approved by ORPRD, will not be modified without consent of both parties. The ability to use the game fields for practice will be at the sole discretion of the ORPRD and will be based on the age of the participants, the activity involved, and proof provided to ORPRD that alternative facility use has been maximized. At all other times scheduling for the use of the fields will be at the sole discretion of the ORPRD.

8. RULES AND REGULATIONS GOVERNING USE: ORYA represents that it currently has adopted rules and regulations regarding the use of, and personal conduct around, the fields and the facilities, and that such rules and regulations are consistent with current rules and regulations governing use of Town recreational facilities.

9. **CONCESSIONS:** In the event that ORYA operates concessions, ORYA agrees to follow all Town, County and State regulations regarding public health codes and standards applicable thereto.
10. **PARKING AND VEHICLE TRAFFIC:** Motorized vehicles are strictly prohibited from any areas of the park not specifically approved for parking without expressed permission from ORPRD. Blanket authorization will not be given but instead will be made in regard to a specific need and only for a limited duration of time. This specific need will be authorized only for the case of dropping off or picking up large and heavy loads. It will then be immediately required for the vehicle to be relocated to the parking lot. For the unloading/loading of minor and/or lightweight items the use of handcarts or other such accommodation will be required.
11. **EQUAL OPPORTUNITY AND ACCESSIBILITY STANDARDS:** This Agreement is specifically conditioned upon ORYA continuing to run its program in accordance with Pony League, Pop Warner and NWYSA standards and in such a manner that ORYA's activities are open to all eligible youth regardless of ability, handicapped status, sex or race. In the event that ORYA operates its program in violation of this policy, this Agreement is subject to immediate termination by ORPRD.
12. **NON-RESIDENT SURCHARGE:** ORYA will submit to the ORPRD accounting for the number of non-residents in their programs, and based thereon, the ORYA will assess a per-player surcharge of EIGHT (\$8) DOLLARS each for every rostered participant living outside the Oak Ridge Taxing District. This payment and its support documentation will be made no later than May 30th for Spring sports and November 30th for Fall sports. The support documentation will be in the form of official team rosters that must include the home address of each player. Players' names may be redacted on these rosters. Failure for this payment to be made within the stated time period may result in late charges being applied and/or the immediate suspension of ORYA use of the facilities.
13. **AVAILABILITY OF ORYA ANNUAL FINANCIAL REPORT:** As is the right of any subsidizer of a non-profit, ORPRD reserves the right to inspect the Annual Financial Report of the ORYA.
14. **NO ASSIGNMENT; BINDING EFFECT; MERGER:** This Agreement may not be assigned and shall be binding upon the parties and their successors. Any previous existing oral or written agreement shall be terminated as of the date of this Agreement and shall be deemed null and void and of no further force and effect whatsoever.



IN WITNESS WHEREOF, The Oak Ridge Youth Association, Inc. and the Town of Oak Ridge have caused this Agreement to be executed, this _____ day of January, 2016

OAK RIDGE YOUTH ASSOCIATION, INC.

By: S. Brady of ORYA President 11/10/16
President

Corporate Seal:

TOWN OF OAK RIDGE

By: _____
Mayor

Attest: _____
Town Clerk

Municipal Seal: