

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

PREAMBLE

The Town of Oak Ridge and the Oak Ridge Youth Association are committed to providing superior facilities and programming for youth athletics in our community and are excited to continue their longstanding partnership. Through the dedication of numerous ORYA volunteers and community supporters, ORYA continues to offer a variety of high-quality sports programs to local youth at the Oak Ridge Town Park and other local facilities. The Town of Oak Ridge recognizes the hard work and dedication of the many volunteers and sponsors who provide this valuable service for the residents of Oak Ridge.

RECITALS

Since the opening of the Town Park, the Town of Oak Ridge and ORYA have had a partnership with the Town providing field usage and other services without charge to ORYA. In return, ORYA provides first rate youth sports offerings to the residents of Oak Ridge and its neighboring communities. Going forward, the Town of Oak Ridge and ORYA wish to formalize and expand this partnership to acknowledge the Town's ongoing commitment to ORYA.

Therefore, as part of its overall commitment to parks and recreation, the Town of Oak Ridge will continue to support ORYA programming with priority access to, and expanded subsidized use of, facilities and related field costs at Oak Ridge Town Park. Further, the Town maintains its commitment to provide first-class athletic facilities, including programmed investments in additional fields, to support local athletic programming.

To reinforce the lines of communication from ORYA to and from the Town, several items focus on keeping the Town of Oak Ridge informed about ORYA activities and vice versa. The Town ensures communication with ORYA by providing a full voting representative on the Parks and Recreation Committee and time to provide status during regular Town Council meetings. Keeping Council informed of activities provides opportunities for Council members to attend events, provide support during Council meetings, and by other means. In addition, ORYA will now include a member of Town Council as a nonvoting member on its executive board. These efforts will ensure that the Town Council is equipped with information necessary for its ongoing support of ORYA.

As a contributing partner with ORYA, acknowledgment of the Town's contribution needs to be communicated to ORYA members and residents of the Town. This benefits both parties in ensuring that everyone sees the contribution of both parties.

Key to this partnership, beyond financial support, is the need for continuous communications between ORYA and the Town of Oak Ridge.

In recognition of this partnership, the parties enter into the following Usage Agreement.

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 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 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 July 1, 2020 to December 31, 2020. 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:
  - ( I.) A financial statement covering the prior year of the Agreement setting forth the complete expenditures of ORYA on the facilities.
  - (II.) A statement of achievements by ORYA in relation to its goals set forth for the immediate past term of the Agreement.
  - (III.) A Statement of ORYA’s goals for the upcoming year and how they are proposed to be accomplished.
- (c.) Any amendment to this document requires the Parks and Recreation Advisory Board to recommend said changes to the Town Council for their approval and final adoption.

3. INDEMNIFICATION OF TOWN: ORYA agrees to and will at all times indemnify, save and hold harmless the Town 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 or ORPRD. ORYA shall, upon request from the Town, defend and satisfy any and all suits arising from its use of the facilities. ORYA will provide the Town, upon initial execution and each renewal of this Agreement, a certificate of liability insurance coverage naming the Town as insured in the amount of One Million (\$1,000,000) Dollars.
  
4. TOWN SUBSIDY OF ORYA: The Town will annually subsidize ORYA in the amount of \$30,000 of in-kind support, in the form of credits against usage fees or like non-monetary support, and this stipend can be utilized in any manner and at the sole discretion of the ORYA. This support will be set at \$15,000 for fall sports (available July 1<sup>st</sup>). Any remaining credits shall not be carried forward to the next year.
  - (a.) ORPRD will invoice ORYA monthly, at the published ORPRD Fee Schedule Non-Profit rates for facility usage and affiliated services requested. This will be in effect throughout the term of this Agreement.
  
  - (b.) ORYA may also choose to use the subsidy on field paint.
  
  - (c.) ORYA will submit payment for these invoices and/or what credit amount it will be taking no later than 30 (thirty) days from receipt of the invoice. Failure to submit payment or requested credit amount within 30 (thirty) days will result in the entire invoice being charged against the remaining credit. ORYA challenges to invoiced items or amounts must be made within 1 (one) week from receipt of the invoice.
  
  - (d.) In return for ORYA receiving the subsidy referenced above in Section 4 it is agreed that the Town will receive the following:
    - (I.) Town will have a non-voting membership on the ORYA Board of Directors. With the exception of the position being non-voting and not participating in personnel matters, the Town's representative will participate as a full member of the board of directors. The parties agree that this arrangement equitably and practically balances the full representation the ORYA enjoys as a member of the Parks and Recreation Advisory Board. The Town's ORYA representative will be a member of Town Council nominated by Town Council, subject to ORYA's approval.
  
    - (II.) The Town will receive distinct acknowledgement from ORYA in ORYA's promotional and marketing media. Specifically:

ORTP METAL SIGNS (one per field) - design provided by ORYA, production cost paid by the Town.

YARD SIGNS POSTED AT GAMES - design provided by ORYA, production cost paid by the Town.

WEBSITE BANNER AND MENTION OF PARTENRSHIP ON THE SPONSOR PAGE -  
The Town will be listed at the top of the page/list.

WEBSITE ARTICLE - Annually, mentioning partnership.

FACEBOOK - Four posts annually, mentioning partnership.

INSTAGRAM - Four posts annually, mentioning partnership.

NORTHWEST OBSERVER ADS - Four per year, mentioning partnership (contingent on ORYA continuing to have an annual ad package).

PERMANENT EMAIL FOOTER - Mentioning partnership with the Town and with Guilford County Schools as part of every official communication sent out by ORYA.

SPECIAL EVENTS MARKETING – Mention of partnership in marketing for any special events that take place at Oak Ridge Town properties including, but not limited to, RidgeFest, Terror Trail, Flag Football tournament.

CUSTOM CREATIVE CONTENT – For all marketing purposes noted above.

(III.) ORYA will extend an invitation to the Town to provide a representative to speak at membership meetings, award dinners, and similar events.

(IV.) The Town representative will be treated the same as a regular ORYA member in receiving all organization communications and notices that are sent to members.

5. DUTIES OF TOWN: The Town acting though 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. but 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 such signage meets the following requirements:
  - (I.) 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.
  - (II.) All signage must meet applicable fire and building code requirements.
  - (III.) All signage may only be displayed in locations approved by the ORPRD. Content must be approved by ORPRD.
  - (IV.) All signage must be maintained by ORYA. Signs not meeting these requirements must be promptly repaired, or they will be removed.
- (k.) Reserve the right of first refusal to run a concession operation at the facilities but will allow ORYA to bring in their own non-competing concession vendors at specified times. This allowance will be contingent on ORPRD granting ORYA advance express written permission therefor. ORYA shall, in a timely manner, submit to ORPRD a schedule of weekend games so that concessions may be made available for those events. Any concession operation must maintain any certification required by the Guilford County Health Department. ORPRD will notify ORYA as soon as is reasonably possible when a scheduled concession vendor becomes unavailable allowing ORYA to provide an alternative vendor.
- (l.) Issue necessary keys to the current 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 any keyholder's separation from ORYA.
- (m.) Be responsible for keeping foul lines painted on the baseball/softball fields.
- (n.) Allocate one seat on the Parks & Recreation Advisory Board to a representative of the ORYA. This shall be a full voting member.
- (o.) Provide required training to ORYA volunteers related to field preps as required under item 7(i.).
- (p.) Publish ORYA events on the Town's website and social media when appropriate. ORYA will provide content to Town staff.

6. DUTIES OF ORYA: ORYA shall:

- (a.) 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. These requests will become part of the overall consideration for determining weekend field and date assignments for the coming calendar year. ORPRD will retain final and absolute authority in assigning these dates.
- (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 recycling 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 for ensuring that all restrooms are locked when ORYA activities run into the evening and are the last scheduled activity. All toilets should be flushed, paper picked up off the floors, and the restrooms left in a tidy and debris-free condition. All athletic field lights will be turned off.
- (e.) When running a concession operation from the ORTP concession stand, 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. ORYA specifically acknowledges that styrofoam cups will not be allowed for public use. Money will not be left in the concession facility overnight.
- (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 field paint that will be used for ORYA activities.
- (i.) Assume the responsibility for any infield preps on weekends; ORYA may choose to do these infield preps themselves, provided the work is done solely by volunteers who have satisfactorily completed ORPRD field maintenance training or they may choose for the ORTP staff to prep the infields with ORYA being charged at the current fee schedule rate.
- (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 with 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 ORYA volunteers will keep all tools and field maintenance equipment 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 reasonably 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.
- (r.) Assume the responsibility to make every effort to ensure that all vehicles are parking only in designated areas.
- (s.) 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.

7. 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 the express written consent of the ORPRD.
8. PRIORITY USE OF AVAILABLE FACILITIES: During the defined ORYA athletic seasons, ORYA shall be granted priority use of the available facilities assigned to ORYA by the ORPRD including lacrosse, football, cheerleading, fall baseball, fall softball, and fall soccer games 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. At all other times, scheduling for the use of the fields will be at the sole discretion of the ORPRD.
9. USE OF GAME FIELDS FOR PRACTICES: ORPRD will allow ORYA to use the multi-purpose game fields for practices for Cheerleading, Football (10u and younger), Girl's Lacrosse, Boy's Lacrosse (until 2<sup>nd</sup> Friday in August), and Soccer. This limitation shall not apply to camps, clinics, or seminars that are short-term in duration.
10. RULES AND REGULATIONS GOVERNING USE: ORYA represents that it currently maintains an up-to-date Family Handbook which details adopted rules and regulations regarding the use of, and personal conduct around, the fields and the facilities. Such rules and regulations must be consistent with current rules and regulations governing use of Town recreational facilities.
11. PARKING AND VEHICLE TRAFFIC: Motorized vehicles are strictly prohibited from any areas of the park not specifically approved for parking without prior express written 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 vehicles being used to drop off or pick up large and heavy loads; vehicles used therefor will in every case be immediately relocated after delivery or pick up 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.
12. EQUAL OPPORTUNITY, ACCESSIBILITY, AND COMPETITION STANDARDS: This Agreement is specifically conditioned upon ORYA continuing to operate its program in accordance with each sport's state or national governing body's standards and in such a manner that ORYA's activities are open to all eligible youth regardless of ability, handicapped status, sexual orientation, national origin, or race. In the event that ORYA

operates its program in violation of this policy, this Agreement is subject to immediate termination by ORPRD.

13. **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 (\$8.00) DOLLARS each for every rostered participant living outside the corporate limits of the Town of Oak Ridge. This payment and its support documentation will be made no later than May 30 for Spring sports and November 30 for Fall sports. The support documentation will be in the form of rosters that must include the home address of each player. Players' names may be redacted on these rosters. Default in payment of the non-resident surcharge by the stated deadlines will result in late charges being applied and/or the immediate suspension of ORYA use of the facilities.
14. **AVAILABILITY OF ORYA ANNUAL FINANCIAL REPORT:** ORPRD reserves the right to inspect the Annual Financial Report of the ORYA, the current ORYA bylaws, and the most current fee schedule for ORYA-operated sports.
15. **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. This Agreement contains all the agreements and representations of the parties regarding the subject matter thereof.
16. **SITUS AND MISCELLANEOUS PROVISIONS.** This agreement is made pursuant the laws of the State of North Carolina and the ordinances and resolutions of the Town of Oak Ridge, and it shall be construed in accordance therewith. Any modification of this Agreement shall be in writing, only, and signed by all parties before becoming effective. The time for performance of any specified task or assumption of a duty under this agreement, if not otherwise specified, shall be within a reasonable time given the nature of the task or duty. All notices, consents, modifications, or other communications herein required to be in written form may be made in any form that assures delivery thereof to the other party in a maintainable form, and shall include hand-delivery, USPS mail, express delivery service, facsimile (fax) transmission, or electronic mail (email).
17. **NON-PROFIT STATUS:** This agreement is subject to the Town of Oak Ridge Non-Profit Agency/Organization Funding Policy, which is incorporated herein by reference, and ORYA agrees to comply fully with said policy as a material term and condition precedent to enforceability thereof.

**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 July 20 \_\_\_\_\_.

OAK RIDGE YOUTH ASSOCIATION, INC.

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

Corporate Seal:

TOWN OF OAK RIDGE

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

Municipal Seal: