

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OYSTER RIVER YOUTH ASSOCIATION AND THE TOWN OF LEE
FOR THE MANAGEMENT OF RECREATIONAL FIELDS**

This Memorandum of Understanding ("MOU"), made and entered into this 11th day of March 2019, by and between the Town of Lee ("TOWN"), a municipal corporation whose address is 7 Mast Road, Lee, NH 03861 and the Oyster River Youth Association ("ORYA") a 501 (C)(3) non-profit organization, whose address is 2 Dover Road, Durham, NH 03824. This MOU supports the Town's management and/or scheduling of athletic fields and/or facilities. **This Agreement supersedes and replaces any and all previous agreements between the parties.**

WITNESSETH:

WHEREAS, the parties are mutually interested in supporting adequate programs and facilities for the community in the area of athletics and recreation; and

WHEREAS, it is understood that cooperative efforts can eliminate unnecessary duplication of services, reduce overall park and recreation costs, and can more effectively meet the educational, recreational, and leisure time needs of the Town of Lee and ORYA; and

WHEREAS, the governing bodies of the Town and ORYA are authorized to enter into agreements with each other and to do all things necessary to meet the respective obligations of their organizations; and

WHEREAS, the Town owns recreational playing fields and ORYA has the experience to manage recreational facilities and its mission is to provide recreational programs to the youth of Durham, Lee, and Madbury; and because it is in the best interest of the community and of both the Town and ORYA to provide the best service possible to meet their respective obligations with the least expenditure of public funds and resources, cooperation between the Town and ORYA is necessary and will benefit both organizations; and

WHEREAS, the Town has determined that some of the recreational needs of the community could be better met if the management of its playing fields was assigned to ORYA and ORYA has the desire and capacity to do so; and

WHEREAS, ORYA shall act as the coordinator for scheduling of non-Town use of the playing fields at Little River Park, Stevens Field, and the Town Field at Mast Way School commencing upon the execution of this MOU.

NOW THEREFORE,

Section 1 - PURPOSE

A. The purpose of this MOU is to clearly outline the responsibilities for the maintenance, acceptance of applications, scheduling and general maintenance of the Town's recreational playing fields. The parties agree that the fields are intended to be used jointly by the Town, community groups, ORYA, and other non-profit sports organizations. In planning programs and scheduling activities, the recreational needs and opportunities for school-aged children and the citizens of Lee will be the highest priority.

B. Nothing contained herein shall constitute or designate ORYA or any of its employees or agents as employees or agents of the Town, nor shall the Town be deemed or considered as a partner or agent of ORYA.

C. ORYA shall utilize the following order of priority when scheduling the facilities: 1. TOWN; 2. ORYA; 4. Non-affiliated non-profit organizations; 5. Non-affiliated organizations.

D. For the purposes of this MOU, the term "Town" shall include all Town of Lee Departments, Committees and Commissions.

Section 2 – SCHEDULING AND USE

A. The Highway Supervisor, in consultation with the Lee Recreation Commission, shall determine the starting date each spring that fields may be utilized, with input from the Town's consultants and the ORYA Director.

B. ORYA shall act as scheduling coordinator for the playing fields upon the commencement of this MOU for sports-related activities during times that are not in conflict with Town-sponsored use and events. The Selectmen's Office shall direct scheduling inquiries for any non-Town sponsored event to ORYA but shall remain responsible for scheduling use of the Pavilion at Little River Park.

C. ORYA agrees that the first priority for the use of the Town-owned playing fields will be given to Town programs, but shall have the authority to allocate use of the fields for all other groups, including programs sponsored by ORYA.

1. Town usage takes precedent over all other requests whether scheduled already or not
2. ORYA usage is secondary to the Town's but takes precedent over any other usage whether scheduled already or not
3. In the event a paid reservation is cancelled due to use precedence by the Town or ORYA, the displaced party will be offered an opportunity to make up their

event on another date or to receive a refund totaling the usage rate for the displaced time.

4. Requests for a full season will not be considered or scheduled until at least April 1st for spring season; July 1st for summer season; and August 1st for fall season.
5. In the event that multiple requests are received for the same date and time from other than the Town or ORYA, the field scheduler will have sole responsibility to determine who will be given preference based on current schedule and what is best for maintaining the quality of facility and grounds.

D. ORYA shall utilize the Town of Lee's "Recreational Fields Usage Agreement" (Appendix A) for all non-ORYA applicants applying for use and provide the Town with a signed copy.

E. ORYA shall provide the Selectmen's Office and the Lee Recreation Commission with a copy of the schedule of use (or online access) for each field at the start of each playing season and the Selectmen's Office will advise of any Town-sponsored dates as soon as they are determined. ORYA will promptly advise of any changes to the schedule.

F. Neither ORYA nor any applicant, in its policies and practices, shall discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender. As part of his/her application, the applicant shall attest to his/her non-discrimination practices.

G. Under no circumstances shall anyone other than the Town utilize any portion of Little River Park for the time period that commences two days before, and ends one day after, the Lee Town Fair, which is usually held on the Saturday after Labor Day.

SECTION 3 – FEES AND CHARGES

A. The Board of Selectmen reserves the right to determine the fees that shall be charged for use of the fields. Any such fees shall not be applicable to ORYA or Town use. Fees shall be established on a yearly basis and shall take effect on April 1st of each calendar year.

B. ORYA shall collect any payments for use of the fields and request that checks be made out to "Town of Lee." Any payments received shall be forwarded to the Town's Finance Office on a weekly basis.

C. ORYA shall collect payment in full prior to the first date of use and shall advise any applicant who does not submit payment accordingly that the use of the field shall be rescinded until such time as funds are received.

D. In addition, ORYA shall notify all applicants that the Town may charge users for labor and material costs that the Town may incur because of the users use of the property, including but not limited to property damage, trash removal, etc.

E. Fees have been established as follows (there is a one hour minimum charge):

1. Little River Park Front Multiuse Field | \$15/hr. half field; \$30/hr. full field
2. Little River Park Back Multiuse Field No Fee
3. Little River Park Baseball Field | \$30 per hour
4. Stevens Field | \$10 per hour
5. Town Field at Mast Way No Fee
6. Little River Park Pavilion | No Fee

F. Weather-related cancellations are to be approved by ORYA. Request for reimbursement is to be made to the Recreation Commission within 90 days of the end of the season.

SECTION 4 – MAINTENANCE

A. The Town of Lee Highway Department shall be responsible for the general maintenance of the playing fields as follows, including all associated costs:

1. The Town shall endeavor to mow the grass so as to ensure a playing surface appropriate for recreational athletic use.
2. Establish the irrigation schedule and maintain the irrigation system.

B. ORYA shall be responsible for the following, including all associated costs:

1. Maintain all dirt portions of the baseball fields to ensure that the fields are in playable condition during the spring and fall seasons.
2. Ensure that the fields are properly fertilized and seeded.
3. Schedule grass repairs and provide special attention to field conditions when needed.

C. Trash and garbage cleanup is the responsibility of the party using the property. ORYA shall ensure that the fields and surrounding areas are left clean immediately after each use by ORYA.

D. ORYA shall communicate to all other applicants/users that the facility is to be left free of trash and garbage and will work with the Town's Highway Department to determine additional charges to be levied against users who do not comply.

E. All user-owned equipment, materials and gear shall be removed from the site after each use. Failure to do so may result in the Town removing and storing the items with the cost for removal being assessed to the owner(s).

F. ORYA shall be responsible for storing all of its athletic gear in the ORYA-owned shed located at Little River Park. All athletic goals shall be stacked and locked next to the ORYA storage shed, off the field surface, during any off-season.

G. The parties agree to share equally the cost of electricity at Little River Park during the time period that the irrigation system is utilized (generally April - November.) The Town shall provide copies of electrical invoices to ORYA at the end of each season, which shall pay their appropriate share promptly.

SECTION 5 – TERM OF AGREEMENT

A. The term of the Agreement shall be from April 1st 2019 to March 31st 2020.

B. The Town and ORYA may propose amendments to this MOU by March 1st of each year.

C. The terms and conditions set forth herein may be modified by mutual consent to reflect changed conditions and/or preferences.

D. Termination of this MOU by either party shall be by three month's written notice.

SECTION 6 – INSURANCE AND INDEMNIFICATION

A. ORYA agrees to protect, defend, hold harmless, indemnify, and defend the Town of Lee, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damages arising out of or in any way resulting from the use, maintenance or operation of Town-owned fields when such facilities are being, or have been, used pursuant to an ORYA program or assignment contemplated by this MOU.

B. ORYA agrees to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town's Insurance Requirements (Appendix B).

C. ORYA agrees to ensure that all non-ORYA or Town-sponsored users of the field (such as outside sports leagues) provide a Certificate of Insurance, with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town's Insurance Requirements (Appendix B). Copies of all such Certificates will be provided to the Selectmen's Office prior to any use of the field(s.)

D. The Town shall maintain general liability coverage for liabilities normally assumed by the Town arising out of the use of its properties, including recreational playing fields.

SECTION 7 – AUTHORITY

A. ORYA shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this MOU or specifically authorized by the Lee Select Board as reflected in the minutes of a Board meeting.


B. ORYA shall have no right or interest in any of the Town's property as a result of this MOU.

SECTION 8 – COMPENSATION


A. Neither party shall receive any compensation from the other for the services provided under this MOU.

B. ORYA shall not charge the Town any fee for use of their offices, personnel, or overhead expenses except as agreed to by the Board of Selectmen in advance. Likewise, the Town shall not charge ORYA for any similar expenses, except as agreed to by ORYA in advance.

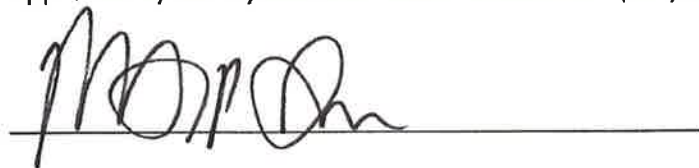
Approved by the Lee Select Board on 3/25/2019


Cary Brown


Scott Bugbee


John R. LaCourse

Approved by the Oyster River Youth Association (duly authorized agent):



Date: 3/15/2019



Recreation Facilities Usage Agreement
Town of Lee, 7 Mast Road, Lee NH 03861 Phone (603) 659-5414/ www.leenh.org

Name of Organization/Group/Person: _____

Contact Person: _____ Phone #: _____

Mailing Address: _____

E-Mail address: _____

Facility(s) Requested:	<input type="checkbox"/>	Little River Park Baseball Field	\$30.00/hr.
	<input type="checkbox"/>	LRP Multi-Purpose Field	\$15./half field/hr.;\$30/hr full field
	<input type="checkbox"/>	LRP Back Multi-Purpose Field	No Fee
	<input type="checkbox"/>	Little River Park Pavilion	No Fee
	<input type="checkbox"/>	Town Field (at Mast Way)	No Fee
	<input type="checkbox"/>	Stevens Field	\$10.00/hr.

Details (description of activity): _____

Dates & Times: _____

(Attach schedule if more than three dates)

Rules & Regulations Governing Use of Town of Lee Recreation Facilities are on the reverse side. Please read carefully before signing this application.

IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, County of Strafford, State of New Hampshire, to use Lee's Recreation Facilities for the purpose indicated above, I the undersigned representative of the above group/organization and all its members, hereby and forever discharge, release, indemnify, and hold harmless the Town of Lee, its successors and assigns, agents and employees from all debts, claims, demands, damages, actions and causes of action whatsoever, which we may now have or may hereafter have, as a result of our use of Lee's Recreation Facilities, I attest that I/we do not discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender. I have read and agree to abide by the Rules & Regulations and this Agreement. I will be responsible for all our participants, coaches and guests. I, the undersigned, have read this contract and understand all its terms. I sign this release voluntarily and with full knowledge of its significance.

Applicant Signature: _____

Date: _____

Printed Name: _____

Hours are from dawn to dusk and no overnight parking or camping allowed unless prior permission has been granted by the Lee Select Board.

1. Hunting is prohibited.
2. "Carry-in, Carry-Out" is strongly encouraged at all facilities. All trash shall be removed and properly disposed of by users. Glass containers are prohibited. All users are responsible for removal of their personal property after each use or game. The Town shall not be responsible for any personal property left at any of the locations.
3. Parking:
Little River Park - park in designated graveled parking areas only; do not park on any grassed area. All parking signs shall be followed.
Stevens Fields - park on the graveled area on either side of Old George Bennett Road.
Town Field - Parallel parking only on the field side of Recycling Center Road or on the grassy area on the west side of Mast Road.
4. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from the facilities. Dog Waste bags are provided at Little River Park for your convenience.
5. Use of the Randy Stevens Pavilion at Little River Park is generally handled on a "first-come-first-served" basis; however, if you wish to reserve it for a special event, please contact Town Hall at 659-5414. Town use takes precedent. Any use of the fields for organized games or practices, including pick-up, shall be scheduled through the Oyster River Youth Association. Please contact them directly at (603) 868-5150.
6. Nothing may be affixed to any structure, post or tree that shall in any way cause harm or damage. Anything placed in a temporary manner (such as balloons or banners) shall be removed before leaving the facility. No signs may be placed at the entrance to any facility or inside the facility such that they are visible from any road, per Town Zoning Ordinance. Temporary signs, including banners, may be placed inside the Pavilion, provided that they are not visible from the road.
7. Rebound devices are NOT allowed (i.e. bounce houses, trampolines, etc.)
8. Cooking is an allowed use at Little River Park by way of charcoal or gas grills, which must be located at least ten feet (10') from any structure. Open fires, such as campfires, are not permitted except by prior special authorization from the Select Board and by obtaining a legal burn permit from the Lee Fire & Rescue Department at least two days prior to the day of the event. This may require obtaining the services of the Lee Fire & Rescue Department to site all open fires.
9. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, *the only completely safe action is to quickly get inside a safe building or vehicle*. You are not safe anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do not shelter under trees or in the Pavilion. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous conditions.

EXHIBIT B

Town of Lee, NH INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations performed for the Town of Lee whether such operation be by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000
Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work for the Town of Lee. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include naming the Town of Lee, New Hampshire as an Additional Insured by Endorsement.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) Town of Lee shall be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee
Attn: Town Administrator
7 Mast Rd
Lee, NH 03861

10. **NO ALCOHOLIC BEVERAGES, PROFANITY, OBJECTIONABLE LANGUAGE, and/or DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises and may be restricted from future use of any of the Town's facilities.
11. All individuals, groups and organizations will assume liability for themselves and their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for their own safety and that of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using Town Recreational facilities and shall release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.
12. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Recreation facilities within its discretion.