



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF NANTUCKET
AND
THE NANTUCKET COMMUNITY SCHOOL
FOR COMMUNITY RECREATIONAL PROGRAMMING**

This MEMORANDUM OF UNDERSTANDING is entered in to this 18th day of December 2018, between the Nantucket Community School (“NCS”) and the Nantucket Town Manager.

AGREEMENT FOR SCOPE OF SERVICES

I. BACKGROUND

The Town of Nantucket (the Town) would like to partner with the Nantucket Community Schools (NCS) to acquire professional scheduling and programming services to provide all recreational, organized sports, sports camp and playing field activities on Town-owned athletic fields, courts and parks. With support from the Department of Public Works (DPW), service will include the creation, promotion, registration and operation of multiple recreational activities, organized team sports and sport camps for residents and visitors to the Town of Nantucket. Maintenance of fields and facilities will remain under the responsibility and control of the Department of Public Works.

II. LOCATIONS

The Town-owned parks, playing fields and athletic facilities available for programming are:

- Charles J. Gardner Tennis Courts @ Jetties Beach (tennis only)
- Tom Nevers Park and Playing Fields (team sports, sport camps, recreational activities)
- Delta Fields Playing Fields (team sports, sports camps, recreational activities)
- Nobadeer Farm Road Playing Fields (team sports, sport camps, recreational activities)
- Winter Park (recreational activities only)

Scope of service does not include oversight of, or programming on, public beaches.

III. TIME AND DURATION

This agreement is valid for programming through FY20 (June 30, 2020). Requested services will be provided during the appropriate seasonal months when each field and park is operational through June 30, 2020, with option to continue for future years, and does not include oversight of the Town's lifeguard program, special event permitting (eg, concerts, festivals, fund raisers, road races, etc), or maintenance of the fields or facilities.

Times vary per location however organized activities are expected to occur between the hours of 8:00AM and 9:00PM, unless otherwise agreed upon.

IV. TYPES OF PROGRAMMING

New, additional expanded recreational, camp and team sport programming is at the discretion of NCS and will be managed by NCS. Activities will vary from facility to facility based on the fields and equipment available and NCS' ability to manage them. Fees and number of participants per activity is at the discretion of NCS.

Examples of existing programming that is expected to be managed by NCS, with the guidance and assistance of the DPW, include:

Charles J. Gardner Tennis Courts:

- Tennis instruction
- Tennis camps
- Open tennis

Tom Nevers:

- Adult Co-Ed Softball
- Men's Sunday Softball

Nobadeer Farm Road Fields:

- Nantucket Student Soccer League
- Nantucket Student Soccer Fall League
- Adult Soccer League
- Adult Soccer Fall League
- Flag Football
- Fog LAX Camp

Delta Fields:

- Nantucket Little League
- Nantucket Student Lacrosse
- Prime Time Lacrosse Camp

V. MAINTENANCE, SIGNAGE AND TRASH

The NCS will not be required to maintain the fields or facilities. All mowing, lining, irrigation, fencing, and facility maintenance will be done by the DPW Parks Division. NCS will work with the DPW Parks Foreman on a regular weekly schedule to review field and facility issues, priority maintenance needs, as well as NCS' program schedules so DPW can plan accordingly.

NCS will have designated space to store equipment pertinent to field use. Trash is to be picked up by the DPW, however NCS will be expected to police its programming areas after each activity to help keep the Town's playing fields and parks clean and maintained.

The DPW will maintain all appropriate signage with consistent language across all locations in consultation with NCS. Signage will refer patrons to NCS for procedures/questions regarding access, permitting, program schedule and liability and to DPW for questions related to maintenance of facilities and fields.

DPW maintains gate access protocols and will provide keys/badges to NCS and to pertinent recreation vendors/employees, as needed.

VI. PROMOTION AND SCHEDULING

NCS will be responsible to promote and advertise all recreational, league, camp and other activities. NCS will post all activities on NCS website at www.nantucketcommunityschool.org and will work with the Town to ensure pertinent Town web pages are linked to the NCS website. NCS will provide appropriate contact numbers for the public regarding all programming. The dissemination of information through other outlets is at the discretion of NCS.

VII. FEES AND REVENUE

Fees are at the discretion of NCS and are expected to increase annually to bring vendors and organizations into alignment and to better meet the fiscal costs of maintaining programs.

All programs managed by NCS will abide by the NCS vendor/employee agreement procedures regarding registration and payment processes.

VIII. COLLECTION AND DEPOSIT OF REVENUE

All fees and revenue described in VII will be collected by NCS to be deposited into Community Recreation revolving fund, 27694, to be used for NCS designated programming.

It is understood, expected and approved by the Town of Nantucket that NCS will fully access and manage the Community Recreation revolving fund, 27694, as it pertains to budget, hiring, revenue and expense purposes throughout the duration of this agreement.

The Town shall collect "special event permitting" revenue (eg, concerts, festivals, fundraisers, road races, etc.) to be deposited into the Park and Recreation Town Revolver.

IX. COMPENSATION

NCS will be compensated by the Town for permitted special events that close the tennis program and/or fields in amounts equal to the projected lost revenue for the day(s) closed. NCS agrees to provide the Town with the average daily revenue for tennis or field programming during the summer as calculated by NCS and verified by the Finance Department for reimbursement up to \$750.00 (seven hundred and fifty dollars) per day.

The Town agrees to increase the Nantucket Community School annual funding from the Town in the amount of \$50,000 (fifty thousand dollars) in FY20 to cover the cost of this agreement.

AGREED UPON this 18th day of December 2018.

BY: _____
W. Michael Cozort, Superintendent of Schools

BY: _____
C. Elizabeth Gibson, Town Manager