



ASHE COUNTY PARKS AND RECREATION AND ASHE COUNTY SCHOOLS FACILITIES JOINT USE AGREEMENT

This **FACILITIES USE AGREEMENT** (hereinafter "Agreement") is entered into on this 1st day of July, 2015 between the **Ashe County Board of Education** (hereinafter "Board of Education") and the **Ashe County Parks and Recreation** (hereinafter "County").

WHEREAS, the Board of Education operates and maintains school buildings, recreational facilities, athletic facilities, and playgrounds within the County of Ashe; and

WHEREAS, the County operates and maintains County buildings, parks, recreational facilities, athletic facilities, and playgrounds within the County of Ashe; and

WHEREAS, the Board of Education and the County wish to improve the delivery of certain recreational / community services and to establish reciprocal arrangements between the Board of Education and the County for the joint use of certain facilities as listed in Appendix "A & B" for the enjoyment and benefit of the public school community and the citizens of the County.

I. PURPOSE

This document embodies the policies and procedures which govern facility use and users in order to insure optimal maintenance of athletic fields and other recreational facilities, owned by Ashe County and by the Board of Education and to assure fair and efficient access to those facilities.

Factors to be considered in determining permission for use, as well as permission for type of use, are: regular maintenance, facility condition, extent of wear and tear to be caused by use, coordination of uses, efficient scheduling, location of facility, and availability of services at a facility.

NOW THEREFORE, the parties do mutually covenant and agree as follows:

A. General Conditions

1. The parties agree to meet annually for the purpose of jointly developing a "Master Schedule" to schedule activities and programs that utilize the parties' facilities as listed in Appendix "A & B" and for long-term facility use planning.
2. The Master Schedule shall incorporate this Agreement by reference.
3. The parties shall designate and communicate to the other the name of the Designee (ACPR Recreation Division Manager and ACBOE Superintendent or BOE Designee) who will be responsible for scheduling the facilities.
4. For short-term events and facility use not anticipated or covered by the Master

Schedule, and if the facility is available, the parties will execute a short-term facility use agreement that shall incorporate by reference this Facilities Use Agreement. To the extent possible, the parties will submit a request for short-term use not later than 5 business days prior to the event.

5. Use of the facilities under this Agreement shall be limited to only county-sponsored or school-sponsored programs as determined by each party's criteria.
6. Each party agrees to comply with the rules, regulations, and conditions of use for each facility. Failure to ensure compliance to facility rules and regulations will subject the user party to ejection or cancellation of the event.

B. Effective Date and Term

This Agreement shall be effective when signed by both parties and shall remain in effect until ~~June 30, 2021~~ June 30, 2025, unless sooner terminated pursuant to Paragraph 1. This Agreement may be modified or extended upon mutual written agreement of the parties.

C. Fees

1. The parties agree that rental fees will not be charged for the use of facilities, nor other fees except as otherwise described in this section.
2. At the time of reservation, the parties can agree that no charge for custodial services will be required if certain conditions are met, for example, that trash is collected, bagged and dumped in an appropriate receptacle.
3. If a party's event requires additional support staff, janitorial staff, special equipment, or any other special service requiring expenditures of money, the parties will mutually determine at the time of reservation the services and/or equipment needed and the respective costs.

D. Scheduling

1. Priority scheduling will be given to the Board of Education and to the County. These parties will work in collaboration to assess priority scheduling.
2. During the development of the Master Schedule, established programs shall take priority over new and expanded programs.
3. In the event of a conflicting schedule of a facility between the parties, the event of the party that owns the facility takes precedence.

4. Each party shall give the other party precedence over a third party when scheduling facilities, except to the extent there exists a prior written agreement, including perfected reservations and permits, with a third party.
5. Any conflicts that may arise or problems that may be identified concerning schedules or space will be addressed by the Superintendent (or his designee) for the Board of Education and the County Administrator (or his designee) for the County.
6. Changes to the Master Schedule that cannot be addressed by the terms in Paragraph A4 shall be made on a case-by-case basis only at a scheduled planning session and only with the approval of the parties' designees as described in Paragraph A3.
7. To the extent possible, 5 days' notice of cancellation will be given to the parties' designees unless the cancellation is due to unsafe conditions, uncontrollable forces such as fire, theft, storm, or war, or for any other reason that could not have been reasonably avoided by exercise of due diligence.

E. Accessibility

Both agencies shall have keys and access to all equipment and recreational facilities referred to in this Agreement. Both agencies shall set up policies and train personnel regarding facility usage, security of all buildings, light boxes, and equipment areas.

F. Maintenance

1. The Board of Education shall be responsible for maintaining the Board of Education's property. Such maintenance shall include janitorial services during the regular workday, utilities, minor repairs and grounds upkeep and care.
2. The County shall be responsible for maintaining the County's property. Such maintenance shall include janitorial services during the regular workday, utilities, minor repairs and grounds upkeep and care.
3. The parties agree to take all reasonable precautions in connection with the use of the facilities in order to protect the health and safety of the public or any person or persons using or occupying the facilities, and to eliminate or minimize danger from all hazards to life and property, and agree to comply with all health, safety and fire protection rules, laws regulations and requirements of any pertinent regulatory body.
4. Expenses or major repairs due to damage caused to the property of either entity shall be addressed by the Superintendent and County Administrator on a case-by-case basis and assessed upon mutual agreement of the parties depending upon the circumstances; i.e., cause, nature and extent of damage.

G. Liability

To the extend provided by insurance coverage, the County and the Board of Education shall indemnify and save each other harmless from and against any and all claims,

actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon, or at their respective properties. Each party shall notify timely the other party of any litigation. Nothing herein shall be deemed a waiver of governmental or sovereign immunity by either party. (All ACPR Programs have waiver/release forms signed by all participants).

H. Insurance

Both the Board of Education and the County shall provide and maintain liability insurance coverage for the risks and in the amounts required by North Carolina Law.

I. Termination

This Agreement may be terminated by either party upon written notice delivered to the other party at least one hundred eighty (180) days prior to the intended date of termination. By such termination, neither party may nullify obligations incurred for performance prior to the date of termination.

J. Invalidity of Prior Agreements

This Agreement supersedes all prior contracts or agreements, either verbal or written, That may exist between the parties with reference to the authorized uses described herein and expresses the entire agreement between the parties with reference to said uses. This Agreement cannot be modified or changed by any verbal promise by whomsoever made, nor shall any written modification be binding until approved by the County and the Board of Education.

This provision is not intended to supersede the County's administrative guidelines for The use of indoor and outdoor facilities. These guidelines, as they exist at the Execution of this Agreement, are incorporated herein by reference.

K. Compliance with State and Federal Requirements

The Board of Education and the County shall assure compliance with all applicable state and federal statutes and regulations.

L. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of North Carolina.

II. LIST OF FACILITIES GOVERNED

The outdoor athletic fields and outdoor and indoor facilities within Ashe County are legally controlled as follows.

A. Board of Education Athletic Fields and Recreational Facilities

<u>School</u>	<u>Field/Facility</u>
Ashe County High School	Gymnasium Auxiliary Gymnasium Practice Soccer/Football Field Practice Football Field Practice Baseball/Softball Complex Football Field Baseball Field Softball Field Soccer Field Tennis Courts Volleyball Nets
Ashe County Middle School	Gymnasium Football/Soccer Field Baseball Field Softball Field Tennis Courts Outdoor Basketball Court Track Volleyball Nets
Blue Ridge Elementary School	Gymnasium Auditorium Soccer Field Baseball Field Outdoor Basketball Court Nature Trail Volleyball Nets
Westwood Elementary School	Gymnasium Auditorium Soccer/Football Field Baseball Field Outdoor Basketball Court
Mountain View Elementary School	Gymnasium 2 Baseball Fields
Fleetwood Elementary School	Gymnasium Baseball Field
Riverview Elementary School	Gymnasium Walking Trail
Lansing Elementary School	Soccer/Baseball Field

West Jefferson Elementary School

Gymnasium
Multisport Practice Field

B. Ashe County Parks & Recreation Athletic Fields and Recreational Facilities

<u>Locations</u>	<u>Field/Facility</u>
Beaver Creek	2 Multisport Fields
Ashe Park	Skate Park Disc Golf Course A Field (Baseball/Softball) B Field (Baseball/Softball) All-Star Field (Baseball/Softball) Horseshoe Pits Fishing Pond Hiking Trail Sand Volleyball Court 3 Shelters (Lakeview, Russ Blevins, Mt. View) Outdoor Basketball Courts
Family Central	Gymnasium 3 Baseball Fields (RC, Mt. Dew, Dr. P) Football/Soccer Field Indoor Batting Cage Track Fitness Room Grass Volleyball Court

III. PROCEDURE

A. Special Events

Every effort should be made to accommodate such events (for example, sports tournaments, parades, fireworks, festivals, Relay for Life, etc.) no matter what priority is assigned. Exceptions to stated policy may be granted for such special events.

- B.** Use of amplifiers for music, announcements or otherwise is not permitted to be unreasonably loud. The limit to such volume must be so that it is barely audible 30 yards from the limits of the playing area. No loudspeaker use is permitted before 8:00 am.
- C.** Athletic fields/facilities may not be used before 8:00 am or after dusk, except where lights are utilized. Practices and games should be scheduled to end by 10:00 pm with the lights to be turned off as soon as clean up and pick up of participants allow.

- D. All trash must be placed in proper receptacles. Users are expected to leave the facility in the same condition in which it was found, or better.
- E. Only temporary signs or banners may be posted during events and must be removed at the conclusion of the use of the facility.
- F. **No one shall drive a motorized unauthorized vehicle of any kind onto recreational fields.**
- G. Parking is allowed in designated areas only. It is the responsibility of the user group to enforce all parking regulations and to make sure vehicles are parked properly. Violators are subject to towing.
- H. No concession privilege will be extended by virtue of facility use. Concession privileges must have the approval of the Parks and Recreation Coordinator for County facilities and Superintendent for Board of Education facilities.
- I. There will be no open fires on County and Board of Education property.
- J. Warm-ups for the next scheduled event must be performed so as not to interfere with existing event and so as not to endanger the welfare of all participants, spectators and facilities.
- K. All managers, coaches or persons in charge of a group using the fields will be responsible for the conduct of all participants, spectators and others connected with the activity, including visiting teams and opponents. It is the responsibility of the user group to inform all parents, spectators and coaches of the field/facility rules.
- L. In the event of problems with the equipment or facilities, the Recreation Coordinator and/or Athletic Director, or designees must be contacted immediately.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of July 1, 2015.

_____ Witness	_____ Ashe County Manager	_____ Date
_____ Witness	_____ Parks & Recreation Director	_____ Date
_____ Witness	_____ Ashe County Board of Education By: Superintendent	_____ Date

Approved as to content and sufficiency this _____ day of _____, 20____.