

**Joint Use Agreement
King George County • King George County Schools**

The purpose of this Joint Use Agreement is to maximize access to active use venues and facilities in order to meet the existing and future recreational needs of the King George County community. Participation in recreational activity in safe and clean public spaces promotes health and wellness and helps everyone to feel more connected to their community.

1. Term and Effective Date

This Agreement will begin on April 1, 2014, upon the signatures of the chairpersons of the King George County Board of Supervisors and the King George County School Board, and will automatically renew on an annual basis unless terminated according to Section 11 of this Agreement.

2. Cooperative Agreement

As provided herein, the School Division (Division) and Parks and Recreation Department (County) hereby agree to cooperate in providing programs and activities conducted on or in facilities listed on Attachment A ("Division Facilities") and Attachment B ("County Facilities"). The term "Owner" shall mean the party that is the primary custodian of certain property and/or facility, and "User" shall mean the party using the Owner's property and/or facility. "Public Access Hours" shall mean the hours during which County or third parties use Division facilities.

3. Permitted Uses

a. Division Facilities

i. Division Use

The Division shall be entitled to the exclusive use of Division facilities for public school and school-related educational and recreational activities, including summer school.

ii. County Use

At all other times, according to a schedule developed by the County and authorized third parties, the County will be entitled, and such third parties will be authorized, to use Division facilities for recreational and educational purposes. The County shall be responsible for ensuring that third parties comply with all obligations under this Agreement and shall enforce all Division rules, regulations, and policies while supervising community recreational activities on or in Division facilities.

iii. Third-Party Use

The County and the Division agree that in providing access to Division facilities for use by third parties, the following priorities shall be observed:

- | | |
|------------|---|
| Category 1 | Activities for in-county youth |
| Category 2 | County adult programs or activities. |
| Category 3 | Other youth or adult programs or activities |

b. County Facilities

i. The County shall be entitled to priority use of County facilities for activities and/or programs sponsored by the County.

ii. At all other times and subject to a schedule developed by the County and the Division, the County will permit the Division to use County facilities for Division educational and

recreational activities or programs. The Division shall be responsible for complying with and enforcing all County rules, regulations, and policies while utilizing or supervising activities at or within County facilities.

4. Communication

The Division and the County shall establish a Joint Use Interagency Team composed of staff representatives of the Division and the County. The primary purposes for the Interagency Team are (a) to develop the schedule for use of Division and County facilities, (b) to recommend standard operating procedures for the Division and the County to support the implementation of this Agreement, and (c) to propose annually any modifications of this agreement to the County Administrator and Superintendent of Schools.

The County Administrator and the Superintendent of Schools shall review this Agreement by July 1 of each year to determine any necessary changes to this agreement for consideration by both the Board of Supervisors and School Board.

5. Scheduling The Use of Facilities

a. Master Schedule

The Interagency Team shall develop a master schedule for joint use of Division and County facilities, including use by third parties. The Interagency Team will meet regularly or as necessary to adequately schedule and communicate facility usage. [There is a footnote on Attachment A that states that the King George High School Sports Complex use shall be coordinated by the High School Athletic Director.]

b. Scheduling of County Facilities

The County shall have the responsibility for scheduling its own facilities.

c. Scheduling of Division Facilities

The County shall be responsible for scheduling third party use of Division facilities, other than the football stadium on Foxes Way (which shall be scheduled by the High School Athletic Director), using the priorities established in section 3(a) (iii). The Division will be responsible for scheduling third party use of Division facilities for non-recreational activity (i.e. church services, civic or HOA meetings, etc.) according to County and School Board policy and regulation.

d. Fees

The County may charge fees to third-party users of Division facilities to cover any administrative and maintenance costs. Any fees shall be assessed according to a schedule developed and maintained by the County.

6. Supervision, Security, and Inspections

“User” means a third party group or organization that has received permission to use one of the party’s facilities.

a. Supervision and Enforcement

Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner’s facility. The User shall enforce all of the Owner’s rules, regulations, and policies while conducting activities or programs at the Owner’s facility.

b. Security

The Owner shall provide the User with access to the Owner's facility. The Owner will provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's facility while conducting activities or programs.

7. Supplies

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's facility.

8. Maintenance, Custodial Services, and Toilet Facilities

a. Maintenance

The User shall agree to exercise due care in the use of the Owner's facility. The User shall keep the Owner's facility in neat order. The Owner shall be responsible for the regular maintenance, repair, and upkeep of his respective facilities.

The Division shall perform normal maintenance of all indoor facilities, playground and blacktop properties at basic level of service subject to normal wear and tear. The Division shall notify the County of any known change in condition of a facility. The County shall provide regular and timely clean-up of Division facilities used for the activities they sponsor or schedule

b. Custodial

The Owner shall make its trash receptacles available during the User's use of Owner's facility. The User shall encourage community users to dispose of trash in the trash receptacles during Public Access Hours. All waste shall be collected, bagged and removed from the facility within 24 hours following an event to keep the facility clean, safe and unattractive to nuisance wildlife.

c. Toilet Facilities

Each party shall be responsible for providing and maintaining adequate portable toilet facilities for events it schedules at facilities where permanent toilet facilities are not provided. The parties may agree to share portable toilet facilities or costs associated therewith.

9. Inspection, Notification, Repair, and Restitution

The User shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Owner's facility during the User's use of the facility.

a. Inspection and Notification

The User shall inspect the Owner's facility immediately prior to and immediately after use to identify any damage and to ensure the facility is returned in the condition received. The User shall notify the Owner within 24 hours in the event that Owner's facility suffers damage. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner's representative on the Interagency Team, identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

b. Repairs

Except as mutually agreed, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.

c. Reimbursement Procedure

The Owner shall send an invoice to the User's Interagency Team member within 30 days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within 30 days from receipt of such invoice.

d. Disagreements

The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made within 15 days after a first notification.

i The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to the appropriate Interagency Team member. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the User.

ii After proper notification, the County Administrator and School Superintendent, shall make an on-site investigation and attempt a settlement of the disagreement.

10. Liability and Indemnification

a. To the extent permitted by law, the County shall defend, indemnify, and hold the Division, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

b. To the extent permitted by law, the Division shall defend, indemnify, and hold the County, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Division, its officers, agents, or employees.

11. Termination

This Agreement may be terminated by the County or the Division at any time prior to its expiration, upon 6 months written notice.

12. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

Attachment A
Division Facilities

Former King George Middle School
King George Elementary School
King George Middle School
*King George High School
Potomac Elementary School
Sealston Elementary School
School Board Office Building

*King George High School Sports Complex (fenced area to include: stadium, concession, softball and baseball fields) use is coordinated through the High School Athletic Director

Attachment B
Parks and Recreation Facilities

Barnesfield Park
Citizens' Center
Hunter Field
Quonset Hut Gymnasium at Hunter Field
Sealston Sports Complex
Shiloh Park
Tennis Center
Wayside Park
Wilmont Landing