

**Oconee County Board of Education
Oconee County Board of Commissioners
Joint Use Agreement**

This agreement is between the Oconee County Board of Education (hereinafter listed as BOE) and the Oconee County Board of Commissioners (hereinafter listed as BOC). The term of this agreement is three years beginning on July 1, 2020 and ending on June 30, 2023.

This agreement may be terminated by BOC upon at least 365 days prior written notice to BOE. Prior to providing such notice BOC agrees to meet with BOE to discuss the proposed termination and measures which if mutually agreed to by both parties could be implemented to minimize any disruption resulting from such termination. This agreement may be terminated by BOE upon at least 365 days prior written notice to BOC. Prior to providing such notice BOE agrees to meet with BOC to discuss the proposed termination and measures which if mutually agreed to by both parties could be implemented to minimize any disruption resulting from such termination.

The purpose of this Agreement is to provide for the joint use of facilities owned and operated by the County or the School District, respectively, for athletic and recreation activities, describing the terms and conditions under which the BOC will use BOE facilities, and the BOE will use BOC facilities.

1. BOC will provide BOE the first right of refusal when facilities operated by BOC are determined by BOC to be available for outside use.
2. BOE will provide BOC the first right of refusal when facilities operated by BOE are determined by BOE to be available for outside use.
3. Fees:
 - A. BOC will provide the facilities operated by the BOC for BOE athletic activities at the cost determined by the BOC.
 - B. The BOC reserves the right to amend their fees each year thereafter the execution of this agreement. All fee changes will be implemented on July 1 and BOC must notify the BOE of fee changes prior to April 1.
 - C. The BOE will provide the facilities operated by the BOE for BOC athletics activities at the non-profit cost determined by the BOE.
 - D. The BOE reserves the right to amend their fees each year thereafter the execution of this agreement. All fee changes will be implemented on July 1 and BOE must notify the BOC of fee changes prior to April 1.
 - E. In order to phase in the usage fees, the BOE will apply the following discounts to the total fees listed in the fee schedule.
 1. Year 1 – No Charge
 2. Year 2 – 50% discount
 3. Year 3 – 40% discount
 - F. BOE Fee Schedule (Appendix A)

G. BOC Fee Schedule (Appendix B)

H. Collection of admission fees will be the responsibility of the sponsoring school or group. All fees received for the activity will be the property of the sponsoring school or group.

4. Insurance:

A. BOC will maintain comprehensive general liability insurance, including property damage liability insurance, with coverage limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.

B. BOE will maintain comprehensive general liability insurance, including property damage liability insurance, with coverage limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.

C. Each Party will provide the other party with a Certificate of Insurance which, if permitted, will list the other Party as an additional insured.

5. Concessions:

A. BOC will have the first option on all concession sales at facilities owned by BOC. BOE may provide concession sales if given authorization from BOC prior to the scheduled event.

B. BOE will have the first option on all concession sales at facilities owned by BOE. BOC may provide concession sales if given authorization from BOE prior to the scheduled event.

6. Scheduling:

A. The schedule of activities for BOE facilities must be approved by the Superintendent or his/her designee. Likewise, the schedule of activities for BOC facilities must be approved by the County Administrator or his/her designee.

B. BOE activities, including, but not limited to regular seasons and playoffs, practices, games, or matches will have priority in the advance scheduling of facilities operated by BOE. BOE will make every attempt to make BOC aware of any rescheduled events that will affect their prior usage requests.

C. BOC activities, including, but not limited to regular seasons and playoffs, practices, games, or matches will have priority in the advance scheduling of facilities operated by BOC. BOC will make every attempt to make BOE aware of any rescheduled events that will affect their prior usage request.

7. Maintenance:

A. BOE will repair and maintain the facilities, including, but not limited to equipment, play apparatus, fields, turf, irrigation systems, court surfaces, and other facilities located on BOE property including the micro fields at Oconee County Middle School. BOE will

monitor the facilities to ensure they are maintained at a safe level. Likewise, BOC will provide the same for its facilities.

- B. BOE will provide field maintenance schedules to BOC for requested fields. Likewise, BOC will provide BOE with field maintenance schedules for requested fields.
 - C. BOE will provide the normal scheduled custodial services and routine maintenance services for the premises. Likewise, BOC will provide the same for its facilities.
 - D. BOC shall install, repair, maintain, and be responsible for (including the risk of loss) all BOC-owned equipment BOC desires to use on the facility premises and for which BOE has given its consent. Likewise, BOE shall install, repair, maintain, and be responsible for (including the risk of loss) all BOE owned equipment BOE desires to use on the facility premises and for which BOC has given its consent.
 - E. BOC agrees to repair, replace, or pay for any damage done to the facility while under BOC control that is a direct result of the use by BOC other than normal wear. BOC shall give written notice to BOE of any such damage within five (5) working days of the discovery of the damage. Likewise, BOE agrees to repair, replace, or pay for any damage done to the facility while under BOE control that is a direct result of the use by BOE other than normal wear. BOE shall give written notice to BOC of any such damage within five (5) working days of the discovery of the damage.
 - F. BOE will provide notice to BOC as soon as possible in the event of an emergency field closure that affects a usage request. Likewise, BOC will provide notice to BOE as soon as possible in the event of an emergency field closure that affects a usage request.
 - G. BOE may assign required custodial and/or required technical staff to BOC events to provide necessary services. BOC will pay costs for services rendered beyond normal work shift hours and only for duties performed as a direct result of BOC event.
 - H. BOC may assign required custodial and/or required technical staff to BOE events to provide necessary services. BOE will pay costs for services rendered beyond normal work shift hours and only for duties performed as a direct result of BOE event.
 - I. Each Party shall furnish and supply, at no cost, consumable materials necessary for conducting programs on each party's respective property.
 - J. No equipment/storage facility or building may be installed at a BOE facility without prior approval from BOE. Likewise, no equipment/storage facility or building may be installed at a BOC facility without prior approval from BOC.
 - K. No adjustments will be made to BOC fields or facilities without prior approval from the BOC or its designee. No adjustments will be made to BOE fields or facilities without prior approval from the BOE.
8. Supervision
- A. All activities will be supervised by the personnel of the sponsoring group or team. Rules for BOC and BOE facilities must be enforced by the group using the facility.
 - B. The facility operator must approve the use of his/her facility by outside groups.

9. The Afterschool programs provided by OCPRD and the Oconee County Civic Center will operate under separate agreements respectively.

10. Dispute Resolution:

Any dispute concerning the terms and conditions of this Agreement, or performance thereunder, will be submitted to arbitration. The arbitrator will be selected by mutual agreement with thirty (30) days of written request for arbitration by either Party. If there is no agreement on an arbitrator, same will be selected under the Rules of the American Arbitration Association, upon written request of either Party.

11. Severability:

If any provision of this Agreement is held to be invalid, the Agreement shall nevertheless remain in full force and effect to the fullest extent permitted by law.

12. Notices:

All notices, demands or other communications concerning this Agreement shall be directed to the following authorized representatives:

BOC

Oconee County Board of Commissioners
Director, Parks and Recreation

BOE

Oconee County Board of Education
Director of Student Services

13. Authority:

Each Party, and its respective agents executing this Agreement, warrants and represents that it has full power and authority to execute, deliver and perform the obligations under this Agreement, and that each Parties' performance hereunder has been duly authorized by requisite actions of the governing body of that Party.

14. Entire Agreement:

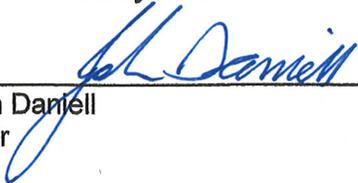
This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged into this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties.

15. Amendments:

The BOC AND BOE may recommend amendments to this Agreement. All amendments must be in writing, approved by BOTH PARTIES, and signed by an authorized representative of each Board.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

Oconee County Board of Commissioners



John Danzell
Chair

Oconee County Schools



Thomas M. Odom
Chair

Oconee County Board of Commissioners



Justin Kirouac
County Administrator
Oconee County

Oconee County Board of Education



Jason L. Branch, Ph.D.
Superintendent
Oconee County Schools



OCONEE COUNTY SCHOOLS FEE SCHEDULE

Personnel (per hour)

| <u>Required</u> | | <u>Specialty</u> | |
|-----------------|---------|----------------------|---------|
| Supervision | \$40.00 | Lighting Technician: | \$40.00 |
| Custodial | \$25.00 | Sound Technician: | \$40.00 |

Equipment (per hour)

| | |
|-----------------|---------|
| Sound System | \$40.00 |
| Stage Lighting | \$40.00 |
| Video Projector | \$40.00 |
| Scoreboard | \$40.00 |
| Stadium Lights | \$40.00 |

| Local Government | |
|---------------------------|--------------------|
| Venue | Hourly Rate |
| High School Stadium | \$25 |
| Middle School Stadium | \$20 |
| Micro Fields | \$20 |
| H.S. Competition Gym | \$50 |
| Middle School Gym | \$30 |
| High School Practice Gym | \$50 |
| Elementary Gym | \$30 |
| Cafeteria | \$30 |
| Baseball/Softball Stadium | \$25 |
| Hitting Facility | \$20 |
| Media Center | \$20 |
| Per Classroom | \$10 |
| Tennis Courts | \$15 |



Oconee County Board of Commissioners

John Daniell, Chairman
Mark Thomas, Post 1
Chuck Horton, Post 2
Vacant, Post 3
Mark Saxon, Post 4

Fee Schedule for Oconee County School System

The Oconee County Board of Commissioners
will not charge a fee for facility usage.

A handwritten signature in blue ink, located in the bottom right corner of the page.