

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: August 6, 2018

SUBJECT: Shared Use Agreement between Henderson County Public Schools and Henderson County

PRESENTER: Carleen Dixon, Parks & Recreation

ATTACHMENTS: 1) Shared Use Agreement

SUMMARY OF REQUEST:

Henderson County Public Schools and Henderson County have worked together to construct a formal agreement of shared use of facilities.

For years these two agencies have worked together to accommodate the needs of the community through our programs throughout Henderson County. This agreement formalizes the process of how we go about sharing facilities between the two agencies and should eliminate any questions of how to go about this in the future.

Henderson County Public Schools have been excellent to work with and Henderson County Parks & Recreation highly respects this partnership and would like to encourage the Board to approve this agreement.

BOARD ACTION REQUESTED:

The Board is requested to approve the agreement as written in Attachment 1 to be implemented immediately.

Suggested Motion:

I move the Henderson County Board of Commissioners approve the agreement between Henderson County Public Schools and Henderson County supporting procedures for shared use of facilities as presented in Attachment 1.

AGREEMENT

THIS AGREEMENT, made and entered into between HENDERSON COUNTY, hereinafter called "HC", and HENDERSON COUNTY PUBLIC SCHOOLS, hereinafter called "HCPS".

WITNESSETH:

WHEREAS HC operates recreational programs by and through its Parks and Recreation Department; and HCPS operates athletic programs by and through its Schools; and

WHEREAS, HC has facilities appropriate for athletic programs of HCPS, and HCPS has facilities appropriate for recreational programs of HC; and

WHEREAS, both HC and HCPS have a mutual interest in meeting the recreational and athletic needs of the citizens of Henderson County, with the least expenditure of public funds; and

WHEREAS, HCPS has the authority to permit the use of its real and personal property for such purposes "when not otherwise being used for school purposes" and "so long as such use is consistent with the proper preservation and care of the outdoor school property", pursuant to G.S. 115C-524.

WHEREAS, HC and HCPS believe it is in the best interest of the citizens of Henderson County in meeting their recreational and athletic needs to cooperate in providing programs and facilities.

NOW THEREFORE, in consideration of the above, other good and valuable consideration, HC and HCPS do hereby agree pursuant to G.S. 160A-461 et seq, as follows:

1. Purpose. HC shall have authority to use the HCPS facilities and HCPS shall have authority to use HC facilities upon the terms and conditions set forth in this agreement.

2. Scheduling. HCPS programs will receive priority use of HC facilities following HC programs, and HC programs will receive priority use of HCPS facilities following HCPS programs. Usage request for HCPS facilities will be directed to individual school Athletic Directors or Principals with a copy going to Scott Rhodes. Usage request for HC facilities will be directed to the Parks & Recreation Administration office with a copy going to Carleen Dixon.

In the event of unanticipated emergencies, HC and HCPS shall have the right to cancel any use scheduled by either party if other facilities owned by party are unavailable. HC and HCPS shall have the right to schedule and make facilities available for other entities if not previously scheduled by HC or HCPS. HC and HCPS retain the right to resolve all scheduling conflicts by HC Director and HCPS District Athletic Director, whose decisions shall be final.

3. Personnel. At all times that HC is using a HCPS facility, it shall be supervised by adequate HC personnel and the same for when HCPS is using a HC facility, it shall be supervised by adequate HCPS personnel. HC shall have no responsibility for staffing or supervision of programs operated by HCPS at HC facilities and HCPS shall have no responsibility for staffing or supervision of programs operated by HC at HCPS facilities.

5. Improvements. No improvements or additions shall be made to HC facilities without prior approval by HC Parks & Recreation Director and no improvements or additions shall be made to HCPS facilities without prior approval by HCPS District Athletic Director. All costs and maintenance of any improvements to said facilities shall be the sole responsibility of the requesting party.

6. Ownership of Property. Upon termination of this agreement, both parties shall be entitled to remove all personal property located on the premises except any personal property which has become a fixture or permanently affixed to said facility.

8. Indemnification. Pursuant to G.S. 115C-524, no liability shall attach to HCPS for personal injury suffered by reason of the use of such school property. Further, HCPS hereby releases and agrees to indemnify HC from any liability, including attorneys fees, attempted to be asserted against the County.

9. Duration. The term of this agreement shall be from the date of execution to August 31, 2028 unless terminated prior as herein provided. At the end of the term of this agreement it shall auto renew annually unless terminated by either party and until such time as the Parties renew this agreement for such length, and upon such terms and conditions as the Parties may agree.

10. Amendment. This agreement may be amended at any time by the consent of both parties.

11. Termination. This agreement may be terminated by either party without cause, for any reason, upon ninety (90) days written notice

12. This agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the _____ day
of _____, 2018.

HENDERSON COUNTY PUBLIC SCHOOLS

By: _____

ATTEST:

HENDERSON COUNTY

By: _____

Attest:
