

**INTERGOVERNMENTAL AGREEMENT
Brunswick County Government (Parks &
Recreation Department) And
Brunswick County Board of Education
Memorandum of Agreement**

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS MEMORANDUM OF AGREEMENT dated August 1, 2022, by and between the **BRUNSWICK COUNTY BOARD OF EDUCATION** and **BRUNSWICK COUNTY GOVERNMENT** (specifically pertaining to the **Parks & Recreation Department**).

I. PURPOSE OF THE AGREEMENT:

In establishing this agreement, the Brunswick County Board of Education (“the Board”) and Brunswick County Parks & Recreation Department seek to:

- a) Effectively and efficiently manage the use of athletic properties/facilities for the benefit of each party.
- b) Encourage the joint use of the respective facilities and grant priority usage, after the official owning agency’s obligations are met, to the requests submitted by the other agency.
- c) Provide organized and planned facilities usage.
- d) Establish procedures to encourage cooperative working relationships between the Board of Education and the Brunswick County Government personnel at all levels, and to quickly resolve issues.
- e) Encourage joint and cooperative ventures, including facility maintenance and development.
- f) Improve efficiency in relation to cost of development, cost of maintenance, and usage of facilities.
- g) Regularly support successful efforts of both agencies mission and goals to adequately serve the public.

II. THE PARKS & RECREATION DEPARTMENT HEREBY AGREES TO:

- a) Fertilization application of athletic fields at North Brunswick High School, South Brunswick High School, West Brunswick High School, Cedar Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
- b) Supply field marking paint/chalk for North Brunswick High School, South Brunswick High School, West Brunswick High School, Cedar

- Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
- c) Provide labor to line athletic fields at Cedar Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
 - d) Mow athletic fields at Cedar Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
 - e) Provide clay dirt for baseball/softball fields at North Brunswick High School, South Brunswick High School, West Brunswick High School, Leland Middle School, Shallotte Middle School & South Brunswick Middle School.
 - f) Verta-cutting, providing sand and topdressing services for athletic fields at North Brunswick High School, South Brunswick High School, West Brunswick High School, and middle schools as requested.
 - g) Provide Turface infield conditioner and drying agent for baseball and softball fields at North Brunswick High School, South Brunswick High School, and West Brunswick High School.
 - h) Mow and line soccer/football fields at Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
 - i) Supply field equipment such as rakes, rubbers, bases, drags at North Brunswick High School, South Brunswick High School, West Brunswick High School, Leland Middle School, Shallotte Middle School, and South Brunswick Middle School.
 - j) Provide heavy equipment and manpower as requested by the Board (scoreboards, bleachers, etc.) to the extent County has available budgeted funds and staffing to reasonably accommodate such requests.
 - k) Make routine repairs on equipment as requested by the Board.
 - l) Loan maintenance equipment to schools as for requested needs.
 - m) Coordinate enhancements to the school athletic facilities that are the subject of this agreement, based on partnerships and funding initiatives when available, pursuant to mutual agreement of the parties and in compliance with State Law and Board policies.
 - n) Purchase equipment and related athletic facility improvements for the facilities that are the subject of this agreement (i.e., goal posts, windscreens, netting) for schools to the extent the County has available budgeted funds to reasonably accommodate such requests by the Board.
 - o) Allow school sports teams to use sports facilities at County Parks for practice/games at no charge pursuant to paragraph IVc of this agreement, subject to availability and in compliance with all County policies and procedures.

- p) Designate a staff member to act as liaison to the Board for all communications necessary to implement this agreement.

III. THE BOARD OF EDUCATION HEREBY AGREES TO:

- a) Allow Parks & Recreation Department's community programs to use school athletic fields and gymnasiums at no charge pursuant to paragraph IVc of this agreement.
- b) Allow Parks & Recreation Department to use other school facilities for programs offered to the community at no charge (i.e., tennis courts, meeting space), subject to availability and in compliance with all applicable Board policies and school procedures regarding facility reservations and use.
- c) Allow distribution of Parks & Recreation programming brochures and marketing materials to all schools per approval of content and in compliance with all applicable Board and school policies regarding distribution of printed materials.
- d) Designate a staff member to act as a liaison to the Parks & Recreation Department for all communications necessary to implement this agreement.

IV. GENERAL GUIDELINES OF THIS AGREEMENT:

- a) The Board of Education and Brunswick County Parks & Recreation Department shall act in good faith to execute the terms of this agreement.
- b) This agreement shall be in effect for five (5) years from the date of signing until June 30, 2027. The agreement may be renewed by written amendment of both parties and with such revisions as are agreed upon by both parties.
- c) Each party shall provide the other with a proposed schedule for use of a particular facility prior to the start of the applicable program or sports season. Any schedule adjustments necessary to meet other obligations of the facility owner shall be negotiated between the parties. Reservation of any facility outside of the previously agreed schedule shall be on a first-come first-served basis according to the generally applicable reservation policies and procedures of each party, except that any applicable facility-use fee shall be waived. Reimbursement for unusual expenses incurred as a result of the other party's use of the facility shall be negotiated at the time of the reservation.
- d) The terms of any major construction, renovation, or joint facility development projects are outside the scope of this agreement and will be negotiated separately by the parties.
- e) Both parties acknowledge that the ultimate responsibility for use of facility space will remain with the owner of the facility, and both parties acknowledge that obligations under this agreement are contingent upon

the availability of appropriated funds which can be used for the purpose contained herein

- f) Each party agrees to be bound by all applicable policies of the other as well as all applicable federal laws and the laws and regulations of the State of North Carolina and its agencies.
- g) Jessica Lunsford Act. Each party acknowledges that NC General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any place intended primarily for the use, care, or supervision of minors, including but not limited to schools and playgrounds. This prohibition applies to persons required to register under 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.
- h) Either party may terminate this agreement for any reason upon thirty (30) days' written notice to the other party.
- i) Nothing in this agreement shall be construed to grant a right of access to the property of either party for any individual agent or employee of the other party.

V. INSURANCE:

- a) Proof of Insurance: Each party shall be responsible for maintaining sufficient property damage, fire, casualty, and liability insurance on the facilities it owns. Each party shall also maintain Comprehensive General and Liability Insurance policies sufficient to cover its own employees, volunteers, and participants in its athletic programs, with the following minimum coverage amounts:
 - i. Personal Injury \$1,000,000 per occurrence
 - ii. Property Damage \$1,000,000 per occurrence
- b) Indemnification: Each party remains responsible for harms caused by the negligence of intentional actions of their own agents and employees; provided, however, that nothing in this section shall be construed as a waiver of any immunity defense which might otherwise be available to either party. Furthermore, to the extent permitted by law, each party agrees to indemnify the other against all losses, including attorney's fees, incurred as a result of any judgment, lien, or other encumbrance filed against the premises as a result of actions by any agent or employee.

IN WITNESS WHEREOF, the parties, by execution of their signatures below, hereby agrees that they have read, understand, and agree to abide by the provisions contained herein and certify that they are authorized and empowered to legally bind their organizations.

Randy Thompson, Chairman
Brunswick County Board of Commissioners

Date: _____

Steven Barger, Chairman
Brunswick County Schools Board of Education

Date: _____

Steven T. Stone, County Manager
Brunswick County Government

Date: _____

Jerry Oates, Superintendent
Brunswick County Schools

Date: _____

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney