

**2016 AMENDMENT TO THE JOINT USE AGREEMENT BETWEEN THE  
HARFORD COUNTY BOARD OF EDUCATION (“BOE”) AND HARFORD COUNTY,  
MARYLAND, THROUGH THE HARFORD COUNTY DEPARTMENT OF PARKS AND  
RECREATION (COLLECTIVELY “P&R”) REGARDING JOINT USE OF ARTIFICIAL  
TURF FIELDS:**

The purpose of this amendment is to set forth procedures to govern the joint use of artificial turf fields on BOE and P&R property by and between the BOE and P&R.

**SCHEDULING:**

**A. BOE Sites:**

1. The BOE shall provide to P&R a copy of its scheduled usage for all artificial turf fields at BOE sites in accordance with the following schedule:
  - a. All fall schedules (Aug-Nov) including weekend usage dates will be provided to P&R on or before July 15<sup>th</sup> of each year.
  - b. All winter schedules (Dec-Feb) including weekend usage dates will be provided to P&R on or before October 15<sup>th</sup> of each year.
  - c. All spring schedules (Mar-June) including weekend usage dates will be provided to P&R on or before January 15<sup>th</sup> of each year.
  - d. All summer conditioning schedules (June-Aug) including weekend usage dates will be provided to P&R on or before April 1<sup>st</sup> of each year.
  - e. Make-up games and playoff contests are exceptions to the above.
2. The BOE has priority usage of the artificial turf fields on its sites on weekdays prior to 6:15 PM for team practices, games and school activities. After 6:15 PM, the BOE has priority for school games. P&R has priority at all other weekday times during school days up until 10:00 PM. The BOE has the authority to supersede a P&R event if a game cancellation/rescheduling has occurred, however, the above is subject to P&R being guaranteed minimum usage of three (3) weeknights per week. In most cases this is possible, however, when playoff games start, this cannot be guaranteed.
3. On Saturdays, from the beginning of the fall sports season to the end of the school year, the BOE has priority usage up to 9:00 AM. P&R has priority usage after 9:00 AM up until 10:00 PM, when all P&R programs shall cease for each Saturday.

Exceptions to P&R usage on Saturdays will be worked out between local BOE and P&R staff.

4. P&R has priority usage on Sundays throughout the year from 9:00 AM until 8:30 PM.
6. The BOE reserves the right to limit or to deny any request for use on school sites submitted by third party organizations.
7. The BOE and P&R reserve the right to approve, limit, or define the time-duration of use for any third party organization.

**B. Turf Fields at P&R Sites:**

1. P&R shall provide to BOE a copy of its scheduled usage of the artificial turf fields located at Wade Tucker Field and the Fallston Rec. Complex Field, by August 15<sup>th</sup> (fall), November 15<sup>th</sup> (winter), February 15<sup>th</sup> (spring) and May 15<sup>th</sup> (summer) of each year.
2. On P&R sites BOE has priority usage of the artificial turf fields on weekdays from 2:00 PM to 5:15 PM during the school year. P&R has priority at all other times.
3. BOE user groups will need to make arrangements through the local recreation staff for access to and the use of exterior restroom facilities if desired. A staffing fee for these facilities may be imposed.
4. P&R reserves the right to limit or deny any request for use of the artificial turf fields submitted by a third party organization.
5. P&R has the authority to supersede any scheduled event if a P&R sponsored game cancellation/rescheduling has occurred.

**INDEMNIFICATION/INSURANCE:**

BOE and P&R must comply with the indemnification and insurance requirements set forth in the Joint Use Agreement. Both parties must provide the other with proof of insurance.

**CARE AND REPAIR OF TURF FIELDS:**

**A. Utilities:**

The BOE and P&R shall be responsible for the payment of annual utility costs associated with an artificial turf field that is on their respective properties, unless previously agreed upon between P&R and a local recreation council.

**B. Housekeeping:**

1. Regardless of location, when P&R is the user, the removal of trash/recyclables and other debris from within the stadium area, (i.e., fields, bleachers/stands, concession areas, and restroom facilities) shall be the responsibility of P&R. All trash/recyclables and litter is to be placed in cans and all cans should be positioned by the main gate of the stadium for pick-up by P&R during normal scheduled pick-ups. Requests for additional pick-ups must be made by the user group through the local Recreation Specialist and, if necessary, P&R reserves the right to charge said user group the cost associated with additional pick-ups. Any additional arrangements must be mutually agreed upon between BOE and P&R.
2. Only vehicular access & traffic authorized by BOE & P&R are allowed on artificial turf fields with the exception of emergency equipment.

**C. Security:**

All security requirements (i.e., securing the fields and restrooms) shall be the responsibility of the using group.

**D. Grooming, Maintenance and Repair:**

1. BOE's Facilities Department and P&R's Maintenance Division shall determine if a repair to the turf can be fixed by in-house crews or if a contractor is necessary. The BOE and P&R will maintain a complete and accurate record of all their agencies' maintenance, repairs and activities performed in their maintenance program.
2. BOE and P&R have jointly agreed to share in the maintenance and repair of the fields.
  - a. BOE is responsible for the following school sites:
    - i. Aberdeen H.S.
    - ii. Bel Air H.S.
    - iii. C. Milton Wright H.S.
    - iv. Edgewood H.S.
    - v. Joppatowne H.S.
    - vi. Harford Tech H.S.
    - vii. Patterson Mill M.S./H.S. (once built)
  - b. P&R is responsible for the following sites:

- i. Cedar Lane Park
  - ii. Fallston Rec. Complex
  - iii. Havre de Grace H.S.
  - iv. North Harford H.S.
  - v. Wade Tucker Field
  - vi. Fallston H.S. (once built)
3. Responsibility for grooming of the artificial turf fields shall be determined on a field-by-field basis jointly between BOE and P&R. Protocols have been established by BOE and P&R for grooming and maintenance of the fields. These will be reevaluated on an ongoing basis by a joint committee of the BOE and P&R.
4. Equipment has been purchased by BOE and P&R for grooming and maintenance. Protocols have been established to share this equipment and jointly maintain the fields so as to keep the fields in safe playable condition and to maximize their life expectancy.
5. When requested by the BOE or P&R, the two agencies will assist each other with minor maintenance, repair, and warranty requirements on any field. In the event that assistance to help maintain a field is requested, these requests are to be channeled through the BOE Facilities Department and the P&R Maintenance Division via a maintenance request form.
6. To maximize the life expectancy and to ensure that all fields are in safe playable condition, the BOE and P&R have established protocols to cost share in the annual cost of maintenance and G-Max testing at all the fields. The G-Max tests are to be performed during the spring season by an independent testing agency approved to perform G-Max testing on Synthetic Fields.
7. On an annual basis prior to budget preparation by both agencies, BOE and P&R are to meet and discuss annual maintenance cost projections to be included in the annual operating and capital budget cycle.

CANCELLATION OF FIELD USE:

- A. In the event of G-Max test failures, vandalism, or extreme weather conditions/ flooding, the BOE or P&R may close the fields until they are safe to resume use. At BOE sites, it

will be the BOE's responsibility to cancel use of fields if it deems them unsafe for any reason and P&R's responsibility to cancel use of its sites if it determines the fields are unsafe. No use shall resume or be scheduled until authorized by either the BOE Facilities Department or the P&R Maintenance Division, whichever is applicable.


- B. Snow removal on BOE sites is prohibited. The removal of snow and/or ice on P&R sites will be handled per P&R directive.
- C. Playing games and/or accommodating practices on artificial turf fields that are covered with snow are PROHIBITED on all sites.

FUTURE REPLACEMENT AND CAPITAL EXPENDITURES:


The life cycle of a synthetic field is anticipated to be 8-10 years. Projected costs for replacement of either a BOE or P&R field should be discussed during the fifth year of its use. The estimated cost for this replacement should be included in a capital budget.

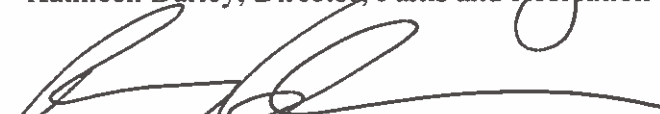
Any alteration to this agreement must be done in writing and have the approval of both the BOE and P&R for such things as scheduling, staffing, security, concessions, maintenance, third party use, insurance, storage, cleanup, etc.

  
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Barbara P. Canavan, Superintendent of Schools

  
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Date

  
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Kathleen Burley, Director, Parks and Recreation

  
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Date

  
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Barry Glassman, Harford County Executive

  
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Date

Adopted:  
June 26, 2008

Amended:  
September 22, 2009

Revised  
November, 2016