

**2020 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.

**I. SCHEDULING:**

A. The BOE Sites:

1. The BOE shall provide P&R a copy of its scheduled usage for all artificial turf fields at the 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 severe weather issues occur and 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.
5. P&R has priority usage from the end of the school year to the beginning of fall sports practice.
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 parties reserve the right to approve, limit, or define the time-duration of use for any third party organization.
8. P&R reserves the right to use equipment owned by the BOE (i.e., field hockey, lacrosse and soccer goals). P&R is responsible for returning the goals to the storage areas and locking them after use. Care should be taken to move the goals/equipment so as not to break them

B. Turf Fields at P&R Sites:

1. P&R shall provide to the BOE a copy of its scheduled usage of the artificial turf fields located at Wade Tucker Field and the Fallston Recreation 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, the 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. The 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.

C. Public Access:

1. Non-team and non-organized individual access that is consistent with BOE and P&R policies is allowed when not in use by BOE, P&R, or other authorized user.

**II. INDEMNIFICATION/INSURANCE:**

The 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.

**III. CARE AND REPAIR OF TURF FIELDS:**

**A. Utilities:**

1. Each party shall be responsible for the payment of annual utility costs associated with an artificial turf field that is on its respective properties.

**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 the BOE and P&R.
2. Only vehicular access & traffic authorized by the BOE and P&R are allowed on artificial turf fields with the exception of emergency equipment.

**C. Security:**

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

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

1. The 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 parties will maintain a complete and accurate record of all of their agencies' maintenance, repairs and activities performed in their maintenance program.

2. Parties have jointly agreed to be responsible for the maintenance and repair of the artificial turf fields as follows:
  - a. The BOE is solely responsible for artificial turf fields at the following school sites:
    - i. Aberdeen High School
    - ii. Bel Air High School
    - iii. C. Milton Wright High School
    - iv. Edgewood High School
    - v. Joppatowne High School
    - vi. Harford Technical High School
    - vii. Patterson Mill Middle/High School
  - b. P&R is solely responsible for artificial turf fields at the following sites:
    - i. Cedar Lane Park
    - ii. Fallston Recreation Complex
    - iii. Havre de Grace High School
    - iv. North Harford High School
    - v. Wade Tucker Field
    - vi. Fallston High School
3. Responsibility for grooming of the artificial turf fields shall be determined on a field-by-field basis jointly between the BOE and P&R. Protocols have been established by the BOE and P&R for grooming of the fields. These will be re-evaluated on an ongoing basis by a joint committee of the BOE and P&R.
4. Parties both own the equipment 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 one party, the other party shall assist the requesting party with minor maintenance, repair and warranty requirements on any artificial turf field. Any such requests for assistance to help maintain a field 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. P&R is responsible on even years and the BOE is responsible on odd years for the payment and coordination of G-Max testing.
7. On an annual basis prior to budget preparation by both agencies, the BOE and P&R are to meet and discuss annual maintenance cost projections to be included in the annual operating and capital budget cycle.

**IV. CLOSURE OR CANCELLATION OF FIELD USE:**

- A. In the event of the fields are unsafe, the BOE or P&R may close the fields until they are safe to resume use. At the 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 field if it deems the fields are unsafe for any reason. 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 the BOE sites is prohibited. The removal of snow and/or ice on P&R sites will be handled per P&R directive or administrative policy.
- C. Playing games and/or accommodating practices on artificial turf fields that are covered with snow are PROHIBITED on all sites.

**V. FUTURE PLACEMENT AND CAPITAL EXPENDITURES:**

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

Any alteration to this agreement must be done in writing and have the approval of both the BOE and P&R.



Sean Bulson, Ed.D. , Superintendent of Schools

10/07/2020

Date



Kathleen Burley, Director, Parks and Recreation

9/30/2020

Date



Barry Glassman, Harford County Executive

10/1/2020

Date

Adopted:  
June 26, 2008

Amended:  
September 22, 2009

Revised:  
November, 2016  
September, 2020