

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 10, 2013

TO: **BOARD OF EDUCATION**

FROM: S. Dallas Dance, Superintendent

SUBJECT: **CONSIDERATION OF THE JOINT USE AGREEMENT WITH RECREATION AND PARKS**

ORIGINATOR: Michael Sines, Chief Operations Officer

RESOURCE PERSON(S): Pradeep Dixit, Executive Director, Physical Facilities

RECOMMENDATION

That the Board of Education of Baltimore County will join Baltimore County, Maryland on behalf of its Department of Recreation and Parks, in reaffirming the Joint Use Agreement (JUA) established and approved in 1952.

Attachment: Joint Use Agreement



**Joint Use Agreement
Board of Education of Baltimore County
Baltimore County Department of Recreation and Parks**

The Board of Education of Baltimore County and Baltimore County, Maryland on behalf of its Department of Recreation and Parks, in continuing to establish School-Recreation Centers to meet the dual needs of Education and Recreation and Parks as approved in 1952, and reaffirmed in 1967, 1973, 1989, 1994, 1997, 2000, and 2003, hereby agree:

- A. To plan jointly all School-Recreation buildings and grounds as the focal points for both Education and Recreation and Parks, providing those kinds of related facilities needed by the people for whom the center is designed; indoor and outdoor space for the curricular and extra-curricular program of the school, as well as the public Recreation and Park facilities and open spaces, including children's playgrounds and tot lots, game courts, sports and athletic fields, picnic areas, outdoor swimming pools, gymnasiums, auditoriums, cafeterias, music and art rooms, activity rooms, storage and office room, etc.
- B. To make no change in the intended use of that portion of any such site purchased and/or developed with assistance from program open space, without notification to the Secretary of the Department of Natural Rescues, the Secretary of the Budget and Fiscal Planning, and the Director of the Office of Planning.
- C. To develop jointly such School-Recreation Center sites according to jointly approved plans, and to finance same according to jointly approved agreements on sharing the cost of such facilities.
- D. To operate, supervise, reserve and schedule the joint use of such facilities according to agreements approved jointly which permit the facilities to be open to the general public, as regulated by the Department of Recreation and Parks, at all reasonable hours and times consistent with the type of facilities, so long as such use does not interfere with normal school activities.
- E. To maintain School-Recreation Center sites jointly according to Joint Use Agreements for the most efficient care and protection of the site and to keep in reasonable care and repair for the life of the School-Recreation Center, any facility constructed with funds from Program Open Space.
- F. Subject to the limits of liability contained in Section 5-518 of the Courts and Judicial Proceedings Article of the *Annotated Code of Maryland*, and except when caused by the negligence of the Board of Education, its agents, servants, or employees, Baltimore County shall indemnify and save the Board of Education harmless against and from all claims, demands, suits, judgments and expenses which may be imposed or incurred or asserted against the Board of Education as owner of the premises by reason of or in connection with negligent or tortious act done by or on the part of Baltimore County, its employees, volunteers or its affiliated Recreation Councils while using school facilities.

The above paragraph does not create, and may not be construed as creating, a new cause of action or substantive legal right incurring to the benefit of third parties, now does the County, its employees, and/or volunteers, by reason of this Agreement, waive any common law or statutory defense or immunity possessed by them.
- G. That this Agreement shall inure to the benefit of, and be binding upon, the parties thereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation, or government unit any right or remedy under or by reason of this Agreement.

Kevin Kamenetz
Baltimore County Executive

Date

Barry F. Williams, Director
Baltimore County Department of Recreation and Parks

Date

Lawrence E. Schmidt, President
Board of Education of Baltimore County

Date

Michael G. Weber, Chairman
Baltimore County Board of Recreation and Parks

Date

S. Dallas Dance, Superintendent
Baltimore County Public Schools

Date