



FACILITIES USE AGREEMENT

RANKIN COUNTY PUBLIC SCHOOL DISTRICT SHARED USE AGREEMENT BETWEEN THE RANKIN COUNTY SCHOOL DISTRICT AND _____

(Contract form to be used for agreements between school districts and local governmental entities, private or corporate for profit or not for profit entities or corporations, LLCs (limited liability companies) or other organizations or parties or entities) (when school facilities are to be shared with local organizations, etc. at times that do not interfere with the educational mission of the Rankin County School District.)

WHEREAS, Mississippi Law authorizes and encourages school districts to enter into shared use agreements with persons, private or corporate community organizations and local governmental agencies for use of school facilities for recreation or other purposes of importance to the community as defined by the Mississippi Law of 2012 and other statutes (“the Act”); and

WHEREAS, for the reasons set forth in “the Act”, and other provisions of the law, “the Act” expressly authorizes local governmental entities and the Rankin County School District to enter into SHARED USE AGREEMENTS with school districts, and for governmental entities and others to expend public funds and/or to use public labor and/or equipment and/or commodities in furtherance of the purpose of such agreements or accommodating local public use of buildings and facilities; and

WHEREAS, _____ (“the Local Government” or other party, organization, corporation, limited liability company or entity) (insert name of party contracting with Rankin County School District) is a local person, government entity or private entity, limited liability company or corporation or organization or party for the purposes of further defining “the Act” or this policy; and

WHEREAS, the Rankin County Public School District (“District”) owns or manages certain school property and facilities, grounds or buildings that could be used by the aforesaid Local Government or governmental entity, parties or others as set forth above for the purposes set out in local school board policy or “the Act”, without interference with its educational mission; and

WHEREAS, the Board of Trustees for the Rankin County School District in agreement with the recommendation of the County Superintendent of Education, has found and determined that it is in the best interests of the local taxpaying community and the School District that such school property could and should now be used in accord with its practice to increase and maximize opportunities for the general Rankin County community only and the school district parents and students, as set forth in “the Act” or otherwise in board policy or directive, when the facilities or premises of the School District are not needed for its primary or statutory purpose of education or related extracurricular purposes, and for ten dollars and for good and other valuable considerations the receipt and sufficiency of which is hereby acknowledged by all parties hereto, now

THEREFORE, the School District and the Local Government, corporation, limited liability company or other such organization, person, parties, groups or entity as described above, hereby agree, contract and covenant to the following, to-wit:

1. DEFINITIONS

- a. "Recreation" means any indoor or outdoor game or activity, either organized or unorganized, undertaken for exercise, relaxation, diversion, sport or pleasure.
- b. "School property" means all indoor or outdoor structures, facilities and land, whether owned, rented used or leased by the school or school district, as may be described in the attached Exhibit "A" made a part hereof by reference. (Principal or his/her designee shall attach general description of property the school Principal allows or recommends to be used pursuant to House Bill 540)
- c. "Sport" means an activity requiring physical exertion and skill and which, by its nature and organization, is competitive and generally accepted as being a sport.
- d. "Local government entity" means any county, municipality, school district, public hospital or other political subdivision of the state.
- e. Entities, party, parties, groups or other means any local individuals, persons or groups or legally organized corporations, limited liability companies or non-profit corporations or churches of Rankin County, Mississippi.

2. PURPOSE

The purpose of this SHARED USE AGREEMENT (hereafter "agreement") is to make certain Rankin County School District property is available under certain circumstances during "nonuse" to select Rankin County community members or persons comprising the taxpayers of Rankin County, Mississippi, in the discretion of the Principal, School Board and/or County Superintendent of Education, under certain conditions during non-school hours and/or during non-school use for recreational activities in order to support active living, reduce obesity, reduce health care costs associated with obesity, increase community safety, maximize community resources, enhancing the cultural and educational environment, and promote Rankin County community use of resources and assets, and promote community support for schools; provided that the use thereof does not conflict with the needs of the local school or recommendation of its Principal or recommendation of the County Superintendent of Education.

3. DURATION

The duration of this agreement shall be for the fiscal year of _____ or the time period of _____ unless terminated sooner. This agreement may be extended by the parties under the same terms and conditions set forth by oral or written letter notification.

4. TERMS OF USE

- a. The Rankin County Public School District school property subject to this agreement is as follows: (General Description of property to be used sufficiently identifying the property or facility and its boundary should be inserted here by Principal or as Exhibit "A" hereto).

b. The school property described herein may be used by the Local Government, private entity or corporation or limited liability company, entity, or organization or person, groups of Rankin County citizens, or as aforesaid during the time and manner as follows: In addition to those set forth herein, further CONDITIONS set forth by Principal are agreed to as follows: (example – cleaning of grounds or facility after use; locking up building or grounds)

1. _____
2. _____
3. _____
4. _____

and, see Exhibit “B” attached hereto and made a part hereof (if more room is needed for conditions)

c. During the hereafter described time frame, such property will be available for use by the Local Government or private entity or corporation or above described limited liability company or persons or organization as follows:

(Insert here the specific dates and times of proposed use)

d. The obligations of the District as set out are as follows:

(Set out what District will do – for example: in opening building to provide access, etc.)

e. Principal (or designee) or County Superintendent’s office or Board of Trustees to determine further the affirmative obligations of the Local Government, private entity or corporation persons or organization described above and are as follows:

(Set out what the Local Government, private entity, limited liability company or corporation or persons or organization described above will be required to do, such as provide a point (person) of contact, use reasonable care in using school property, reporting any misuse or damage of school property, providing equipment, security, supervision, etc.)

1. _____
2. _____
3. _____
5. _____
6. _____

In addition to those requirements set forth above, the governmental entity or other described above user agrees to and shall:

1. Immediately report any and all accidents or injuries to Principal and insurance department of Rankin County School District;
2. Provide timely proof of insurance to School District before use begins;
3. Comply with all oral or written requests of Principal or his/her designee;
4. Properly supervise all children or adults on premises during time of use only;
5. Prohibit, monitor and prevent use of guns, weapons, knives or alcohol or illegal drugs as defined by law or tobacco products on the premises during use period and provide adequate proof to School District officials of its ability to do so;
6. Require compliance with all written policies of the Rankin County School District on file in District office and as may be posted “online” and all City or County ordinances, laws and regulations and obey all laws of the State of Mississippi;
7. Do nothing that may constitute a violation of Federal or State Law;
8. Do nothing and allow no activity by the user(s) that may enhance the risk of fire, damage or theft or other casualty to any property of the Rankin County School District and at all times require all users to conduct themselves in a lawful and peaceful manner;
9. Allow no possession of illegal drugs or alcohol upon any Rankin County School District property and to disallow entrance to any persons who the user believes in good faith and with reasonable cause to be under the influence of such;
10. Allow no possession (or entry upon the premises or into the facility) by anyone during the use period of firearms, knives or any object that could be reasonably used as or considered a weapon or which might constitute a danger to the welfare of others (expressly excepted would be qualified law enforcement officials and provide satisfactory proof of its ability or expertise to do so);
11. Provide its own safety/security personnel or law enforcement or traffic control services, as user and School District deems appropriate and reasonable, by agreement.
12. Comply with any and all verbal or written requests of the Principal, County Superintendent or their designees.

See Exhibit “C” made a part hereof by reference (if more room is needed to list or describe.)

- f. School property shall be available for use by the Local Government or private entity, limited liability company, corporation, entity, person or other described user during non-school hours and during non-school use only or as directed by the Principal or the school. Under no circumstances will the above described user’s use of such property interfere with the use of property for school activities or school related activities or mission which shall be the first priority.
- g. The non-school user - entity or person at its own expense shall provide during period of use a minimum of one approved adult or responsible employees or persons to supervise all activity of user and user’s guests or invitees and to provide guidance and supervision during use of the facility and to lock all existing gates and doors at conclusion of use or as directed by school representative and shall comply with all directives or requests, written or oral, of the School Principal or his/her designee.

5. ADMINISTRATION

Except for the conditions and obligations of the user – entity (entities) described above, the provisions of this agreement will be administered by the District and by its Superintendent or Principal, Assistant Principal, or his/her designee, and for the Local Government or private entity, limited liability company or corporation or organization or persons as described above as: _____ (named person or position), or his/her designee, and whose names and addresses (physical and email) are as follows: (No separate legal or administrative entity shall be created by this agreement.)

For the Rankin County School District:

For the Governmental Entity, Limited Liability Company or Private Entity or Corporation or other organization, persons or party described above:

6. INSURANCE

Local Government or private entity, limited liability company, corporation, entity, organization or party described herein sharing use of the facility shall add to its existing general liability insurance policy (or obtain one), the Rankin County School District as an “additional insured” to its policy to the satisfaction of the insurance department of the Rankin County School District (Justin Hallett) (or provide satisfactory insurance) and hold harmless the Rankin County School District from all liability relative to its use of the facility or premises, such policy of insurance to be in the minimum sum of \$1,000,000.00 (one million and 00/100 dollars) and as further set forth herein or as required or recommended by the Risk and Insurance Department of the Rankin County School District.

7. LIMITATION OF LIABILITY AND INSURANCE

Regardless of the provisions set forth in paragraph 6 above (Insurance), it is agreed that it is the intent of the parties to provide herein that the School District and District employees or agents or those acting in concert with them, shall not be held financially or legally liable or responsible for paying any claim resulting from a loss, death or injury arising from the use of indoor or outdoor school property, premises or facilities made available for public recreation or sport or otherwise pursuant to “the Act” or law or pursuant to this agreement or school policy it being the user – entities’ obligation to be so liable or responsible for such payment and the user’s liability insurance policy shall accordingly be considered as the primary insurance policy for all purposes related to liability or claims during the use period, to which all claims shall be first made relative to liability associated with use of premises relative to “the Act” or the law. Rankin County School District insurance shall be considered as the secondary policy to which claims shall be secondarily made upon exhaustion of the limits provided for in the user’s primary insurance policy. However, this limitation of liability is further subject to the provisions of “the Act” or laws and the Mississippi Tort Claims Act, made a part hereof by reference. Nothing in this agreement shall be deemed to create or increase the liability of any employee of the School District.

Except as otherwise provided, any governmental entity, private entity, group, persons, person groups, corporation or Limited Liability Company or organization using the premises as contemplated herein and as named above or herein shall fully indemnify and hold harmless the Rankin County Public School District, its officers, employees, County Superintendent, Principal, teachers, trustees, and/or agents from and against any and all liability, loss, expense or claim for injury, death or damage arising out of the use of school property or premises under this agreement; and prior to use or entry into the facility or property the aforesaid organization or entity shall first purchase and maintain a sufficient liability or casualty insurance policy as approved by the Rankin County School District and the Rankin County School District insurance department which shall indemnify and hold harmless the District for any and all claims that may arise from performance or use of the facilities or premises used in accord with or related to execution of this agreement. The Rankin County School District shall be named by user – entity described above as an “additional insured” under such liability or casualty insurance policy, which shall be in the minimum amount of \$1,000,000.00 (one million and 00/100 dollars) and upon execution hereof, the organization, user or governmental entity or private entity or corporation or limited liability company described above shall first furnish to the RISK and Insurance Department of the Rankin County School District for approval, a copy of its proposed insurance policy to the satisfaction of said department, naming the School District, the trustees, agents, the County Superintendent and its teachers and all other employees (and those acting in concert with them) as “additional insureds.”

8. DEPOSIT AND EXPENSES

Where in the discretion of the Principal it is needed or applicable, it is agreed that the using entity or persons as aforesaid shall be responsible for and pay unto the Rankin County School District for all actual or estimated costs in advance associated with the use or clean up, maintenance or repairs or utilities of the facility on an actual cost and expense or estimated basis after each use but in no event paid by user later than every thirty (30) days after use.

Further, using entity or persons described herein agrees to deposit with the School District the sum of \$_____ as a performance bond - security bond (or post a formal bond) for such obligation(s) as may be described herein and shall maintain such deposit or bond with the School District in such amount throughout the use of the premises (facility); and that in the event user fails to perform or pay any obligation required herein School District shall deduct the owed and unpaid amount from the deposit (or call upon the bonding company) and may proceed to collect against the using entity or persons (or its bonding agent) any unpaid balance relative thereto or for any damage or expense.

9. PERSONAL PROPERTY AND FIRE AND CASUALTY

It is agreed by the Rankin County School District and the user described above or governmental entity, private entity, corporation or Limited Liability Company or persons referred to herein (school district/user) that the user shall be responsible for and shall pay unto the Rankin County School District for any damage or damages to the personal property or buildings or premises (grounds) or other property of School District caused by the carelessness or negligence or omissions or commissions of user or users guests or invitees, to the detriment of the School District and shall hold harmless the School District from any and all financial liability, associated therewith and shall promptly pay for such damages or damage upon demand by the School District and shall to the satisfaction of the Risk and Insurance Department (Mr. Justin Hallett) of the School District or School Board of Trustees or County Superintendent provide to the School District an appropriate policy of insurance for fire, casualty, damage and theft, commensurate with the building, facility or premises being used and as described herein. (Exhibit “A”)

10. AMENDMENT

The provisions of this agreement may be amended only by the written consent of both parties, including the Board of Trustees of the Rankin County School District or County Superintendent or designee acting for the Board. Any amendment shall be executed and approved in the same manner as this agreement.

11. ASSIGNMENT

The rights and obligations conferred upon the District and the Local Government or using entity, corporation, Limited Liability Company, person or group described above pursuant to this agreement shall not under any circumstances be assignable or transferrable, without the written approval of the Board of Trustees and County Superintendent of the Rankin County School District.

12. TERMINATION

Either party may terminate this agreement by giving notice, in writing, to the other party of at least one (1) day prior to the date of termination, to the address or party mentioned above.

13. MISCELLANEOUS PROVISIONS

- a. The governing bodies of both the District and the user – entities or persons described or the Local Government or private entity, corporation or Limited Liability Company shall have each approved this agreement in accordance with controlling law, before it shall become effective.
- b. This agreement shall in no way affect title and ownership to any real or personal property involved.
- c. If any provision of this agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining provisions of the agreement shall not be affected.
- d. This agreement is authorized per Mississippi and Federal law and School Board policies and as specifically referred to above, and is not subject to the provisions of the Interlocal Cooperation Act of 1974, Miss. Code Ann. §17-13-1, et seq.
- e. This agreement may be changed only by a new agreement or a written letter agreement approved by the Boards or authorized representatives of each party or duly authorized legal representatives.

14. ENTIRE AGREEMENT

The agreement set forth herein constitutes the entire agreement by and between the District and the Local Government or using entity, persons or group, except that it shall be subject to Rankin County School District policy considered as primary and controlling.

APPROVED AND EXECUTED in duplicate originals on the dates indicated.

(Representative for School District)
(Title)

Date

(Representative for Local Government)
(Title)

Date