COOPERATION AGREEMENT
BETWEEN
THE SCOTT COUNTY BOARD OF SUPERVISORS
AND
THE SCOTT COUNTY SCHOOL BOARD

Scott County, Virginia

This agreement, made and entered into this _____ day of _____, 2012, by and between the Scott County Board of Supervisors, hereinafter called "County," and the Scott County School Board, hereinafter called "School Board."

W I T N E S S E T H:

WHEREAS, the County owns Keith Memorial Park in Nickelsville, Virginia, near Twin Springs High School; and,

WHEREAS, Twin Springs High School currently uses the baseball field located in Keith Memorial Park for regulation high school baseball; and,

WHEREAS, the County and the School Board are mutually interested in an adequate program of baseball at Twin Springs High School; and

WHEREAS, the County and the School Board are authorized under Chapter 4 of Title 15.2 and Chapters 7 and 9 of Title 22.1, respectively, to covenant to aid and cooperate in the cultivation of such community spirit by providing for adequate programs; and

WHEREAS, in the interest of adding the least possible expenditure of public funds, full cooperation between the County and the School Board is necessary.

NOW THEREFORE, in consideration of the foregoing, the County and the School Board do now agree to cooperate with each other in carrying out the above-stated purpose, and to that end, agree as follows:

1. The County agrees that from February through June of each year that Twin Springs Baseball has exclusive rights to the baseball field at Keith Memorial Park; and if other groups wish to use the field for regulation baseball from February through June, they will schedule the time through the principal at Twin Springs High School.
2. During the months of assigned use, the School Board agrees to maintain the field for regulation baseball play at its own cost and at no cost to the County.
3. It is further agreed that plans and specifications for placement of any equipment, any physical changes to the land area, any construction of buildings on the site, or any permanent changes upon said premises, as well as the type, design, and construction thereof, shall be approved by the County's Director of Public Works and/or County Administrator.
4. It is further agreed that maintaining said improved areas shall the responsibility of the School Board as long as Twin Springs High School uses said field exclusively as the high school baseball field.
5. It is further agreed that any permanent improvements or equipment installed or erected on said premises by the School Board and/or Twin Springs High School baseball team and supporters shall remain the property of the County and will remain a part of the property.
6. The School Board agrees to annually provide a copy of its liability insurance policy with coverage of $1,000,000 should an accident or other such incident occur while the property is in use by Twin Springs Baseball Team.
7. The School Board agrees that from July through January other organized groups wishing to use the field for regulation baseball can schedule the site through the County's Recreation Department, which will require each group to abide by the County's facility use rules (copy attached).

8. The School Board agrees that it will provide adequate personnel to supervise the baseball activities that take place at this site; and that any discussion/questions as to use of the facility will include the County's Director of Parks and Recreation.
9. It is further agreed that in the event of any dispute or difference arising as a result of Twin Springs High School using said facility as a baseball field that said dispute or difference shall be appealed to and arbitrated by the Scott County Board of Supervisors.
10. It is further understood and agreed that either party to this agreement may at any time terminate this agreement upon giving in writing to the other party thirty (30) days' notice of its intention to terminate same.

IN WITNESS WHEREOF, and pursuant to the authority granted by duly enacted resolutions, the parties hereto have caused this Agreement to be executed on their behalf.

SCOTT COUNTY BOARD OF SUPERVISORS

By: _____
Chairman

ATTEST: _____
Clerk

SCOTT COUNTY SCHOOL BOARD

BY: _____
Chairman

ATTEST: _____
Clerk