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Elkins Pointe Middle School

DRAFT INTERGOVERNMENTAL AGREEMENT Dated 5/31/11

THIS LEASE AGREEMENT (the "Agreement"), made and entered into as of this ____ day of _____, 2011, by and between the **CITY OF ROSWELL**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "City") and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "FCBE").

Background Information

- A. FCBE owns certain real property located at 11290 Elkins Road, Roswell, Ga 30076 (the "Middle School Property"), on which Elkins Pointe Middle School (the "Middle School") is located. The Middle School Property is hereinafter referred to as the "School Property." The Middle School is also referred to herein as a "School."
- B. The "Middle School Facilities" which include the Multipurpose Field, Track and Baseball/Softball Field (exterior School Facilities) and Gymnasium (interior School Facilities) are located on the Middle School Property. The Middle School Facilities hereinafter referred to as the "School Facilities," as identified on Exhibit A.1 and A.2.
- C. FCBE and City desire to enter into this Agreement to provide for the joint use of the School Facilities by FCBE and City.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FCBE hereby agree as follows:

1. **Use of School Facilities by City.** FCBE hereby grants the City the right to use the School Facilities on the following terms and conditions:
 - a. FCBE expressly reserves priority to use the School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 5:30 p.m., Monday through Friday, during each Academic Year during the Term of the Agreement. FCBE and City

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expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School. As used herein, the term "Academic Year" shall be defined by FCBE on an annual basis.

b. City shall have no right to use the School Facilities during Regular School Hours unless the principal (the "Principal") of the School on which such Facilities are located or his or her designee consents to such use in such Principal's sole and absolute discretion. As used herein, the term "Regular School Hours" shall mean the periods from 7:00 a.m. through 3:00 p.m., Monday through Friday throughout each Academic Year during the Term of the Agreement.

c. City may request the use of the School Facilities after Regular School Hours when FCBE has priority to use such School Facilities (i.e., from 3:00 p.m. until 5:30 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such Facilities are located in writing not less than one week prior to the date City desires to use such Facilities. Such Principal shall use reasonable efforts to accommodate such request.

d. During each Academic Year, City shall have first priority use of (A) the exterior School Facilities (Track and Baseball / Softball Field excluding the Multipurpose Field) Monday through Friday from 5:30 p.m. until 10:00 p.m. and on weekends City shall have first priority use of the exterior School Facilities (Track and Baseball / Softball Field) from 9:00 a.m. until 4:00 p.m. and Sundays from 1:00 p.m. until 6:00 p.m. Specifically for the Multipurpose Field, City shall have the use of Multipurpose Field only beginning on the last Saturday in January through July 1 and the first Saturday in August through December 1 Monday through Friday from 5:30 p.m. until 10:00 p.m. and on weekends Saturday 9:00 a.m. until 4:00 p.m. and Sundays from 1:00 p.m. until 6:00 p.m., and (B) the City shall have first priority use of the interior School Facilities from 5:30 p.m. until 9:00 p.m. between November 1 through February 1 and for the period between March 1 through May 31 of each year. The City shall have first priority use of the interior School Facilities on Saturdays from 9:00 a.m. until 4:00 p.m., and on Sundays from 1:00 p.m. until 6:00 p.m. City shall also have first priority use of the School Facilities during the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year. The times for use of the School Facilities during the Non-Academic Year shall be the same as times for use during the Academic Year. The City may request additional time for the use of the School Facilities during the Non-Academic Year through the School's Principal. The Principal shall use reasonable efforts to accommodate such request. The City may enter onto the Multi-purpose Field thirty minutes prior for setup. The City shall not request use of the Multipurpose Field which conflicts with the restriction stated in Exhibit "E." Notwithstanding, the City acknowledges as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence, the Principal shall have first priority superseding any scheduled or non-scheduled City or third party activity and or event during either the Academic School Year or Non-academic School Year.

FCBE and the City shall determine a mutually agreed upon period of rest for the multipurpose field for a period of no less than thirty (30) consecutive days during the Non-Academic Year in order to maintain the quality of the turf.

e. Notwithstanding, the City acknowledges that the Principal may schedule special events to be held during the Academic Year and Non-Academic Year while City has first priority use, whereas City will accommodate such scheduled events as long as proper

notice of 30 days is given by the Principal to the City. City shall use reasonable efforts to accommodate such requests. FCBE and City expressly agree that during such times, the School Facilities may be used only for the activities of any Fulton County School.

f. City and FCBE acknowledge that non-City sponsored groups may, from time to time, request the use of the School Facilities or have the right to request the use of the School Facilities. Such groups may be permitted to use the School Facilities provided that (a) such groups qualify, in FCBE's or its representative's sole discretion, to use the School Facilities under FCBE's policy governing use of school facilities; (b) both FCBE and City deem the proposed activity to be an appropriate use of the School Facilities; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any Fulton County School; (d) the use does not interfere in any way with the conduct of City's recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or FCBE; (f) reasonable periods of rest are observed in order to maintain the quality of any turf located on any of the School Facilities, and (g) such non-City sponsored groups agree in writing to the following: (g.1) provide supervisory and security personnel to properly maintain the order and discipline when the School Facilities are being used by such groups; (g.2) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (g.3) if applicable, secure and lock the School Facilities upon the completion of each practice, game or other activity thereon; (g.4) maintain the exterior or interior School Facilities during the period of use; and (g.5) pay the required "usage" fees, if any, as referenced in Exhibit C. When non-City sponsored groups request the use of the School Facilities during the times when City has the priority to use the School Facilities, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of the School on which such activities will occur of each such request. Subsequently, the Principal will coordinate such scheduling when non-City sponsored groups request to use the School Facilities during all times when City does not have first priority to use the School Facilities and to ensure non-City sponsored groups follow subsections (g.1), (g.2), (g.3), (g.4) and (g.5). The Principal shall use reasonable efforts to accommodate such request.

g. City shall (i) provide supervisory and security personnel to properly maintain order and discipline when the School Facilities are being used by City; (ii) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; and (iii) if applicable, secure and lock the School Facilities upon completion of each practice, game or other activity thereon.

h. City shall keep all motorized vehicles off grassed areas at subject schools and public parking shall be limited to designated areas only as directed by the Principal with the exception of maintenance equipment.

i. City's use of the School Facilities is expressly subject to and conditional upon City's compliance with Fulton County Board of Education Policy KG and Procedure KG, which Policy and Procedure are hereby incorporated into this Agreement as referenced in Exhibit D. In the event of any conflict between the terms of this Agreement and Policy KG and Procedure KG, the Policy and Procedure shall control.

j. No food or drink with the exception of water shall be allowed in the interior School Facilities.

2. **Term of Agreement.** The term of this agreement shall be for fifteen years. This agreement shall commence on the 30th day of June, 2011 and end on the 31st day of May, 2026 provided that the Board of Education may cancel this agreement if City fails to timely remedy any non-compliance with this Agreement within thirty days of written notice of FCBE's intention to cancel the Lease Agreement, notwithstanding the terms of Sections 9 and 11 of this Agreement.

The Intergovernmental Agreement shall not automatically renew. However, the City may notify FCBE at least ninety (90) days prior to the expiration of the term to request that the Intergovernmental Agreement be renewed for an additional five (5) year term. The Intergovernmental Agreement will only renew upon the written agreement of FCBE, which shall be in FCBE's sole discretion.

3. **Consideration and Expenses.** The parties agree that the mutual use of the School Facilities by the parties is the consideration for the entry into this Agreement by both parties and that no rent (usage fees) shall be payable for the use of the School Facilities by either FCBE or City. Notwithstanding the foregoing, the City agrees that it shall make the initial improvements as described in Exhibit B. The said initial improvements shall be made by the City within the time frames as specified in Exhibit B, more specifically during the period recognized as the Non-Academic Year and the said initial improvements shall be completed prior to the next Academic year.

In addition, if FCBE incurs direct costs or expenses, not limited to custodial services, bathroom products and/or security personnel (other than maintenance costs, which shall be governed by Section 5 below) solely as a result of the use of FCBE's Facilities by the City (not including maintenance or utility expenses resulting from the reasonable use of such Facilities) upon FCBE being made aware of such costs or expenses, FCBE shall notify the City of such costs or expense prior to the City's continued use of such Facilities, and the City shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of the request.

4. **Maintenance of Facilities.**
a. In addition to the obligations contained in subsection 1.g. above, during the Academic Year, the City shall, at it's own expense, maintain the exterior School Facilities in good condition and repair, including without limitation the provision of routine custodial services and landscape maintenance services and the repair and replacement of all equipment and improvements located on the exterior School Facilities. FCBE acknowledges that the City shall not be responsible for the maintenance of the interior School Facilities.

City agrees that it will maintain and repair the irrigation systems for the Multi-Purpose Field at its own cost, which repairs and maintenance shall conform to Lessor's specifications for such irrigation systems, and agrees to keep them in good working order and in compliance with all local codes. In addition, City shall pay for all water used for the irrigation systems for the Playing Field during the term of this Agreement and any renewal terms. City acknowledges that FCBE shall tap into the water line at the street connection. FCBE shall provide written notice of such tap and connection to FCBE prior to making tap and connection. Payment for water usage shall be due within sixty (60) days of receipt of invoice based upon an estimate of annual water costs to be provided by FCBE or its designee with a final accounting (and payment or refund) once the actual cost has been determined. FCBE may request upon written notice to the City that the City shall obtain the water meter in its name.

Periodic inspections may be performed of the field improvements and / or of the exterior School Facilities or interior School Facilities by FCBE or its agents or employees of any problems (and origin thereof, if identifiable) to be reported to the offices of the FCBE. Notice will be given to the City of any deficiencies in the work and / or maintenance of the School Facilities.

The City shall maintain, at City's sole expense, the Multi-Purpose in a good and safe condition. Maintenance shall include, but not be limited to, mowing the field on a routine basis, fertilizing, re-seeding, and making such improvements as may be necessary or reasonably requested by FCBE subject to those conditions noted in Paragraph 2.

As used herein, the term "routine custodial services" shall include without limitation, the collection of litter and debris from the Facilities; following each use, removal of the contents of trash receptacles and, following each use, removal of hazardous items from areas utilized or accessible to staff, students, or visitors. The City shall maintain an adequate level of sanitary supplies as mutually agreed upon by the City and Principal.

b. Notwithstanding the terms of subsection 4.a. above, during the Term of the Agreement, the City shall maintain the exterior School Facilities during the period of the Non-Academic Year. FCBE acknowledges that the City shall not be responsible for the maintenance of the interior School Facilities.

c. The City shall have no right to construct any improvements on the School Facilities owned by FCBE without FCBE's consent, which may be withheld in FCBE's sole discretion. During the Term, the City shall not demolish any of the facilities located on FCBE's property without the consent of FCBE hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** The City shall pay all water and electricity charges for the maintenance of the exterior School Facilities. FCBE shall pay all water and electricity charges for the interior School Facilities.
6. **Insurance.** The City shall maintain a minimum of \$1 million commercial general liability (including bodily injury, property damage and fire legal liability) insurance with a \$2 million general aggregate covering the School Facilities owned by FCBE and shall maintain a minimum of \$1 million automobile liability insurance. Any third party using the School Facilities shall be required to maintain a minimum of \$1 million commercial general liability (including bodily injury and property damage) insurance covering the School Facilities and shall maintain a minimum of \$500,000 automotive liability insurance, naming both FCBE and the City as additional insureds. Any third party performing work on the School Facilities shall be required to maintain a minimum of \$2 million commercial general liability (including bodily injury and property damage) insurance covering the School Facilities and shall maintain a minimum of \$1 million automobile liability insurance naming both FCBE and City as additional insureds. The types and amounts of coverage of such third parties shall be reasonably acceptable to FCBE and City. Any third party using School Facilities and/or performing work shall submit proof of insurance by submitting a certificate of insurance prior to using and/or performing work on the School Facilities.
7. **Liability.** City shall be responsible for the acts and omissions of City and its agents, contractors or employees. FCBE shall be responsible for the acts and omissions of

FCBE and its agents, contractors, or employees. Any third party using the Facilities shall be required to defend, indemnify and hold harmless FCBE and City and their agents and employees against all costs, damages, or claims, whether for personal injury or property damage, arising out of any act or omission of such third party in connection with its use of the Facilities.

8. **Casualty.** If any of the Facilities are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore same to such School Facilities. If such damage or destruction is due to the acts or omission while in City's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed Facilities subject to reimbursement by the City pursuant to the terms of Section 7 above.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to the owner of such condemned or sold property, and this Agreement shall terminate as to such property on the date of such condemnation or sale. If a portion of the School Property that contains all of the School Facilities is so condemned or sold then this Agreement shall terminate on the date of such condemnation or sale.
10. **Liens.** No encumbrances, charges or liens against the Facilities shall exist because of any action or inaction by either party or such party's independent contractors. Each party shall discharge by bond or otherwise within ten (10) days of notice of existence of any lien, encumbrance or other charge arising because of the actions of such party.
11. **Termination.**
 - (a) If FCBE elects to terminate this Agreement prior to the end of the term, FCBE shall repay the City for the cost of the lights erected pursuant to paragraph 1 of this Agreement at a prorated amount of ??? per year for each year remaining in the Agreement minus the value of the City's use of the School Facilities per year. In the event of a sale to a third party, either party may terminate this Agreement upon thirty (30) days notice and, if FCBE terminates this Agreement, FCBE shall pay the aforementioned prorated fee. Notwithstanding the foregoing, at any time during the term of this Agreement, either party may terminate this Agreement by providing ninety (90) days prior written notice to the other.
 - (b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within (30) days of the written notice if such default is not remedied within the 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.

12. **Expiration of Term.**

a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, the City shall not destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon FCBE's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.

b. Upon the expiration of the Term, each party agrees to promptly vacate all parts of the other party's Property. All keys held by a party for the Facilities located on the other party's Property shall be returned to the other party within a reasonable time.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, address as follows (or at such address as may be specified from time to time in writing):

If to FCBE: Superintendent
Fulton County Board of Education
786 Cleveland Avenue, S.W.
Atlanta, Georgia 30315

With a copy to: David Knotts, Land Agent
Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

If to City: Kay Love
City Manager
City of Roswell
38 Hill Street, Suite 115
Roswell, Georgia 30075

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

14. **Restrictions.**

City acknowledges that in the spirit of working with Hembree Grove Subdivision and Arbor Creek Subdivision, certain restrictions were agreed upon. City shall comply with restrictions as referenced in Exhibit E. Default of these restrictions following two written notices by FCBE shall lead to termination of this agreement.

15. **Memorandum of Understanding.**

a. City and FCBE are cooperating in the development and construction of the field improvements whereby a Memorandum of Understanding "for payment for certain costs for installation of an irrigation system" has been prepared describing such "work" as referenced in Exhibit F.1. The "work" which shall include furnishing and installing sod and irrigation, water line, connection to Fulton County water line and payment of the tap fee. Said work is being performed by FCBE, however, City has agreed to compensate FCBE a total of \$_____ for such work. Payment shall include two payments by the City whereby first payment of \$_____ is due upon full execution of both the Intergovernmental Agreement and Memorandum of Understanding and the second payment of \$_____ is due within ten days written notice from FCBE that "substantial completion" has been obtained.

b. City and FCBE are cooperating in the development and construction of the field improvements whereby a Memorandum of Understanding "for payment for installation of a field lighting system" has been prepared describing such "work" as referenced in Exhibit F.2. The "work" which shall include furnishing and installing field lighting which includes four concrete poles, lamps and electrical. The City shall procure the electrical meter in its name. Said work is being performed by FCBE, however, City has agreed to compensate FCBE \$_____ for such work. Payment by the City of \$_____ shall be due upon full execution of both the Intergovernmental Agreement and Memorandum of Understanding.

16. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of FCBE or City. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

Delayed party shall provide such notice to other party within ten days of occurrence of the event indicating how occurrence delayed, hindered or prevented the performance of the act or activity.

c. NEITHER PARTY WILL ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE FACILITIES OWNED BY THE OTHER PARTY AT ANY TIME DURING ITS USE OF THE FACILITIES OWNED BY THE OTHER PARTY.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by City and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF ROSWELL

By: _____

Name: _____

Title: _____

Witness

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Witness

By: _____

Name: Robert Avossa

Title: Superintendent

Notary Public

Exhibit A.1
Exhibit A.2
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F.1

Exhibit F.2

Exhibit A.1- Inventory Drawing of Interior School Facilities-Floor Plan

Exhibit A.2 - Aerial Site Plan of Exterior School Facilities

Exhibit B

The City shall make the following improvements:

The City shall submit drawings of the improvements to FCBE for written approval prior to commencement of construction of such improvements. The City shall furnish as-builts following completion of the work.

Irrigation and Sod:

FCBE shall make improvements which shall include irrigation and sod of the multipurpose field, grading, connecting a water line to Fulton County water line and pay tap fee. FCBE shall submit irrigation drawings prior to construction commencing to City. City to provide annual maintenance program to be mutually agreed upon by both parties.

Field Lighting:

FCBE shall install field lighting at multipurpose field. City shall provide lighting and pole specification and drawings to FCBE which FCBE will use to build said improvements. FCBE does not assume responsibility for professional design of either lighting, pole specifications, or drawings prepared by City. City and FCBE shall mutually agree to pole locations.

Fence:

City shall furnish and install fencing at north, west and southwest areas surrounding Multipurpose Field. Fence to be at a minimum height of six (6) feet high. Fence shall be black galvanized chain link fence. Gate access shall be included.

Port a Potties:

Port a potties shall be furnished and installed by the City at a location(s) to be approved by the principal.

Exhibit C - Facility Use Fee Schedule

Exhibit D - Policy KG and Procedure KG

Exhibit E – Restrictions

Multipurpose Field use by the City shall occur only beginning the period of the last Saturday in January through July 1 and beginning the period of the first Saturday in August through December 1 of each year. Weeknights: 5:30 p.m. to 10:00 p.m. Saturdays: 9:00 a.m. until 4:00 p.m. Sundays: Sundays used for “make up” games, 1:00 p.m. – 6:00 p.m.

The City shall schedule practices / games on Sundays at Elkins Pointe Middle School (EPMS) Multipurpose Field only if other City designated lacrosse / soccer field(s) within the City are scheduled to their fullest.

Scheduling by the City shall occur at other City designated lacrosse / soccer fields for 8:30 p.m. weeknight practices first and will only schedule 8:30 p.m. practices at EPMS Multipurpose Field when all other City designated lacrosse / soccer fields have been scheduled. However, if growth of the program occurs in the future, practice may occur at 8:30 p.m. at the Multipurpose Field on the weeknights as well. City to provide sixty (60) days written notice of such event.

No P.A. System will be utilized nor will loud music be allowed.

Parking shall be made available by FCBE to the City to utilize the parking lot at Elkins Pointe Middle School for only during the periods of practices and games.

The City shall not use the tennis courts.

The City shall use the youth baseball field located at Elkins Pointe Middle School only as an alternative for make-up games or for overflow scheduling due to significant use at other City baseball fields.

Only two teams shall utilize the Multipurpose Field per practice activity and/or per game activity.

The City shall not install field lights at the baseball field nor the tennis courts.

Portable potties shall be placed at a location at the Multipurpose Field to be determined by the Principal.

The field lights to be located at the Multipurpose Field shall consist of a maximum of 1,500 metal halide lamps with shields on four concrete poles at a maximum sixty (60) feet in height above Multipurpose Field grade level with an illumination of approximately maximum thirty (30) foot candles. The City shall place the light fixtures at a height no higher than fifty (50) feet above Multipurpose Field grade level.

EXHIBIT F.1

MEMORANDUM OF UNDERSTANDING FOR PAYMENT FOR CERTAIN COSTS FOR INSTALLATION OF IRRIGATION SYSTEM ON SCHOOL FACILITIES AT ELKINS POINTE MIDDLE SCHOOL

This AGREEMENT, made and entered into this _____ day of _____ 2011, by and between the **FULTON COUNTY BOARD OF EDUCATION** (hereinafter the "Board") and the **CITY OF ROSWELL** (hereinafter "Roswell") whose addresses are 786 Cleveland Avenue, Atlanta, GA. 30315 and 38 Hill Street, Roswell, GA. 30075, respectively.

WITNESSETH

WHEREAS, the Board desires to enter into this Agreement for the payment of certain specific costs for the installation of an irrigation system on the School Facilities of Elkins Pointe Middle School (Elkins Pointe), and

WHEREAS, the City desires to utilize the School Facilities for recreational purposes, and

WHEREAS, this Memorandum of Understanding is made part of the Intergovernmental Agreement (IGA) between the Board and the City for the use of School Facilities at Elkins Pointe as Exhibit "F.1."

NOW THEREFORE, in consideration of the following terms and the mutual covenants herein contained, the aforesaid parties to this Memorandum of Understanding hereby agree as follows:

1. The Board will initiate all necessary procedures and construct and install the irrigation system on the School Facilities at Elkins Pointe.
2. The City will pay to the Board an amount of \$ _____ toward the cost of the installation..
3. The City will pay half of \$ _____ or \$ _____ upon execution of the IGA and the remaining \$ _____ will be paid upon completion of the installation.
4. This Memorandum of Understanding contains the entire agreement of the parties regarding the subject matter contained herein. This Memorandum of Understanding may only be amended by a written document signed by each party. This Memorandum of Understanding shall be governed and construed in accordance with the laws of the State of Georgia. Each party represents that the official executing this Agreement has been duly authorized to do so by the entity being bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF ROSWELL

By: _____

Name: _____

Title: _____

Witness

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Witness

By: _____

Name: Robert Avossa

Title: Superintendent

Notary Public

EXHIBIT F.2

MEMORANDUM OF UNDERSTANDING FOR PAYMENT FOR INSTALLATION OF A FIELD LIGHTING SYSTEM ON SCHOOL FACILITIES AT ELKINS POINTE MIDDLE SCHOOL

This AGREEMENT, made and entered into this _____ day of _____ 2011, by and between the **FULTON COUNTY BOARD OF EDUCATION** (hereinafter the "Board") and the **CITY OF ROSWELL** (hereinafter "Roswell") whose addresses are 786 Cleveland Avenue, Atlanta, GA. 30315 and 38 Hill Street, Roswell, GA 30075, respectively.

WITNESSETH

WHEREAS, the Board desires to enter into this Agreement for the payment of certain specific costs for the installation of a field lighting system on the School Facilities of Elkins Pointe Middle School (Elkins Pointe), and

WHEREAS, the City desires to utilize the School Facilities for recreational purposes, and

WHEREAS, this Memorandum of Understanding is made part of the Intergovernmental Agreement (IGA) between the Board and the City for the use of School Facilities at Elkins Pointe as Exhibit "F.2."

NOW THEREFORE, in consideration of the following terms and the mutual covenants herein contained, the aforesaid parties to this Memorandum of Understanding hereby agree as follows:

1. The Board will initiate all necessary procedures to install the field lighting system on the School Facilities at Elkins Pointe.
2. The City will pay to the Board an amount of \$_____ for the cost of the field lighting installation.
3. If the Board terminates the IGA prior to the end of the term of that agreement, the Board will repay the cost of the field lighting at the prorated amount of \$_____ per year less the value of the City's use of the School Facilities per year.
4. This Memorandum of Understanding contains the entire agreement of the parties regarding the subject matter contained herein. This Memorandum of Understanding may only be amended by a written document signed by each party. This Memorandum of Understanding shall be governed and construed in accordance with the laws of the State of Georgia. Each party represents that the official executing this Agreement has been duly authorized to do so by the entity being bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF ROSWELL

By: _____

Name: _____

Title: _____

Witness

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Witness

By: _____

Name: Robert Avossa

Title: Superintendent

Notary Public