

ADOPT-A-FIELD PROGRAM USER PARTICIPATION AGREEMENT

THIS AGREEMENT, effective the date of signature of the last signatory, by and between MONTGOMERY COUNTY GOVERNMENT, COMMUNITY USE OF PUBLIC FACILITIES (“:COUNTY”), 255 Rockville Pike, Suite 201, Rockville, Maryland 20850, MONTGOMERY COUNTY PUBLIC SCHOOLS (“MCPS”), 850 Hungerford Drive, Rockville, Maryland 20850, and _____ (“Organization”), _____, _____, Maryland _____, collectively (“Parties”) provides as follows:

WHEREAS, the County and MCPS (collectively “Owners”) have determined there is a need to improve the playing fields (“Fields”) located in Montgomery County that are operated and/or maintained by the Owners; and

WHEREAS, the Owners have determined that there are limited public funds for maintenance and improvement of Fields; and

WHEREAS, the Owners have determined that it is in the public interest to create a program at that allows organizations to agree to perform some regular maintenance on Fields to improve the quality of the Fields, to be called the Adopt-A-Field Program (“Program”); and

WHEREAS, all Fields under the Program will remain multi-purpose and gender neutral to ensure that Fields can be used for all types of sport activities.

WHEREAS, the purpose of the Program is to provide regular, non-publicly funded maintenance and certain improvements on Fields to improve the quality of the Fields for the mutual benefit of the Owners and community users; and

WHEREAS, the Organization has agreed to donate labor and materials in furtherance of this Program.

THEREFORE, the Parties hereto agree as follows:

1. **Recitals**. The above recitals are incorporated herein be reference.
2. **Warranty**. The Organization warrants that it has been in existence for one year, that its membership is comprised of at least two-thirds (2/3) Montgomery County residents, and that the undersigned representative is authorized to execute this Agreement on behalf of the Organization.
3. **Adopted Field**. The Organization identified below has agreed to donate labor and materials to enhance all of the fields at _____ School (“Adopted Field”) shown on Exhibit “A”.

4. **Term.** The term of this agreement (“Agreement”) will be for five (5) years. During the five-year term, the Organization will provide maintenance between the following dates: beginning _____, and ending _____. The County shall determine at the end of each calendar year if the Organization met its maintenance obligations and, if the Organization failed to do so, the County may terminate this Agreement for breach.
5. **Permitted Days.** The Organization understands that in exchange for the maintenance on the Adopted Field, the Organization is guaranteed the following days of exclusive use:

Three (3) weekday evenings and one (1) full weekend day/evening

The Organization shall select the three weekday evenings and the one weekend day/evening in coordination with the County. All remaining time will be made available for permitting to non-participating organizations in accordance with the County’s scheduling guidelines. The County may issue additional permits to the Organization if that time has not been requested by other community organizations, and in accordance with County scheduling guidelines. The Organization will pay any applicable permit fees for permits issued in excess of those granted under this Agreement. The County will not deny use or cancel other users to provide the Organization with more time than expressly stated in this paragraph. Any Organization requests for permit time that exceed the days allocated to the Organization in this Agreement will be considered in accordance with the County’s normal scheduling guidelines.

6. **Fees.** The Organization shall pay any additional maintenance and/or user permit fees for all permitted times granted under this Agreement as provided in the County’s Adopt-A-Field Policy, as may be amended from time-to-time.
7. **Special Provisions for MCPS and CUPF Fields.**
 - a. **Inclement Weather.** When inclement weather forces MCPS to cancel middle or high school games and practices, and rescheduling is necessary, the Organization will yield time back to the school as needed. The school will utilize this option only out of extreme necessity for the good of the interscholastic program.
 - b. **School Programming.** *(For CUPF only)* Field maintenance will be conducted in complete accordance with the desires of the principal in order to ensure that work is performed at a time when there is no interference with the Kindergarten through twelfth grade program. The schedule to begin and end maintenance must be cleared with the principal. It is understood that no work will be started and left uncompleted on the grounds.

8. **Prior Agency Review.** CUPF has the right to submit this Agreement to other County agencies prior to its approval to ensure that any priority use granted herein will not intrude on reasonable school and public recreation programs.
9. **Non-Discrimination Provision.** Organizations participating in the Program will not discriminate on the basis of race, color, national origin, sex, sexual orientation, religion, age, or disability.
10. **Field Maintenance and Renovation Requirements.** The Organization will adhere to the Requirements for Field Renovation and Maintenance detailed in Section 16 below, and will submit quarterly reports on athletic field maintenance and materials on the form provided as Exhibit One. The Owners may provide additional instructions, specifications, or equipment information not identified in this Agreement. Renovation or maintenance requirements identified as a result of field meetings will be identified in Exhibit Two. Maintenance is year round, for the full term of the Agreement and must be documented on the attached Athletic Field Maintenance Log (Exhibit Three). All work planned must be coordinated in advance by a representative for CUPF or MCPS. Work will be monitored and evaluated by staff designated by the appropriate Owner (“Owner Representative”).
11. **Indemnification.** The Organization, contractors, sub-contractors and all of its participants shall save the Owners, free and without harm from any accident, property damage, loss, damage to a third party’s property, personal injury, or any type of damage or liability that may arise during, or be caused in any way by the Organization’s participation in the Program, unless caused by negligence on the part of the County or MCPS..
12. **Insurance Requirements.** Prior to the execution of the Agreement by the Owners, the Organization must obtain, at its own cost and expense, and keep in force and effect until termination of the contractual relationship with the Owners, the insurance coverage detailed below. The insurance company/companies shall be licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. Contractor’s insurance shall be primary. A copy of the policy must be given to the Owners.

Commercial General Liability

A minimum limit of liability of five hundred thousand dollars (\$500,000) combined single limit, for bodily injury and property damage coveragee per occurrence including the following coverage:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of five hundred thousand dollars (\$500,000) combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

Worker's Compensation/Employer's Liability

Meeting requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident -- \$100,000 each accident
- Bodily Injury by Disease -- \$500,000 policy limits
- Bodily Injury by Disease -- \$100,000 each employee

Additional Insured

Montgomery County Government and the respective contracting agency (CUPF), and Montgomery County Public Schools (if a school site) must be named as additional insured on general liability policies.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holders

Montgomery County Public Schools
Department of Facilities Management
Attention: James Song, Director
2096 Gaither Road – Suite 200
Rockville, Maryland 20850

Montgomery County Government
Office of Community Use of Public Facilities
600 Jefferson Plaza, Suite 300
Rockville, Maryland 20852

13. **Rules and Regulations.** The Organization agrees to abide by all rules and regulations established by the Owners while carrying out its obligations under this Agreement and when its representatives are in use of the Field during playing time.

14. **Organization Use.**

The Organization further agrees to the following obligations:

- a. The Organization will remove all trash after each activity.
- b. Participant parking will be restricted so as not to obstruct other functions and surrounding neighborhoods and roadways.
- c. The Organization will cancel Field use activities when:
 - i. Respective County agencies have cancelled use.
 - ii. Steady rain is falling.
 - iii. Water is standing on the field.
 - iv. One-half inch or more of water has fallen within the previous 24 hours.
 - v. Ground cakes or clings to shoes.
 - vi. Bare areas are muddy.
 - vii. Turf and mud can be displaced or dislodged from the ground.
 - viii. Soil is frozen.
 - ix. Lightning is seen or heard.
- d. The Organization will prevent participants' use of alcohol/intoxicants, tobacco products, or any illegal substances.
- e. The Organization will control noise.
- f. Field use will end at dark.
- g. The Organization shall perform maintenance tasks only during days and time outlined in this Agreement.

15. Use Restrictions.

- a. Weed control chemicals may not be applied without prior written approval. Refer to Provision 16. Field Maintenance, C. Turf Areas number 1 below.
- b. Any facility modifications must be outlined in the Adopt-a-Field proposal and approved by the Owners.
- c. No structures, temporary or permanent will be constructed on the premises without prior written approval and permission from the Owners.
- d. The MCPS Director of Facilities Management and the Director of Maintenance must approve, in advance, in writing, any school field modifications or renovations.

16. Field Maintenance and Renovation Requirements.

- a. All work performed by user groups must adhere to the Requirements for Field Renovation and Maintenance. The organization must maintain the Field according to the specifications outlined below, and must submit quarterly reports documenting field maintenance schedules and materials used. Any additional Owner requirements are outlined in Exhibit Two of the Agreement. Maintenance is year round, for the full term of the agreement. All maintenance must be approved in advance by the following Owner representative who will be designated in Exhibit Two:

County – CUPF representative
MCPS – MCPS representative

Work will be monitored and evaluated by the designated Owner representative.

The mowing season shall be from April 1st through November 30th annually.

Maintenance may be performed between the hours of 7:00 a.m. until sunset unless otherwise designated.

Work performed must be acceptable to Owner's representative.

A maintenance log of work performed will be kept and submitted to the Owner, along with semi-annual athletic field maintenance status reports. See Exhibits One through Three.

The Organization must respond within 24 hours to correct problems or concerns with the Field.

B. Fencing

The Organization will perform the following routine maintenance, replacements and repairs:

1. Repair, replace, or install hooded backstop, player protection fences (unless player benches are located behind the backstop), outfield fencing (if deemed necessary for safety), and other fencing to protect adjacent properties. Inspect condition of all existing fencing poles and fabric. Repair or replace as necessary.
2. Player benches; Inspect and repair or replace as necessary.
3. Repair or replace goals as necessary.

C. Turf Areas (general)

1. Pest Control

a) Treat for broad leaf weed control only as necessary.

b) Under Maryland Law, only licensed and registered pest control workers may apply any sort of pesticides or herbicides in a school building or on school grounds (COMAR 15.05.02.10) This regulation includes products one could purchase for use in one's home. In addition, only certain products are approved for use in and around MCPS facilities and all chemicals used undergo a thorough safety review by professional staff. State law also enumerates very specific requirements about the storage, use, signage and notification required for pesticide applications.

c) The Board has implemented a regulation regarding integrated pest management in schools, labeled **ECF-RB**, attached hereto and incorporated herein as Exhibit "Four," in accordance with the Annotated Code of Maryland. The Organization agrees to comply with the integrated pest management program established for the school within its Adopted Field area by following the procedures outlined in the regulation.

d) Any pesticide treatments must be approved in advance by Owner's representative.

2. Fill in holes and depressions with topsoil.

3. Particular attention shall be focused on areas in front of goals and in other field areas where wear is prevalent.

D. Mowing

1. Remove trash and debris from site prior to mowing.

2. Mow all turf areas: 2 ½ to 3 inches so as not to remove more than ½ of the leaf blade. An approximate rotation of 7 to 10 days in the spring and fall will be observed. Any resulting clumps shall be dispersed.

3. Mow 25 times per year.

4. The organization shall monitor how frequently the grass needs to be mowed. During the spring, the grass is to be mowed at a minimum, twice a month, and weekly, or more frequently if necessary, during periods of rapid growth.

5. All grass and weeds adjacent to vertical surfaces, such as buildings, walls, fences, and trees will be maintained using a line trimmer.

6. Adjacent walkways and court areas should be cleared after mowing.

E. Fertilizing

1. Fertilizer shall be applied at a rate of 1.5 pounds of Nitrogen per 1000 square feet. The fertilizer used will have a general nutrient ration of 3-4-2, and be a minimum of 25% slow release.
2. Application will take place between September 1 and October 15.
3. Any over spread of fertilizer onto paved areas will be removed.
4. If broadcasting granular, a rotary style spreader will be used.
5. Spring fertilizer shall be applied at a rate of .5 pounds of nitrogen per 1000 square feet. Fertilizer will have a general ratio of 2-1-1 and be a minimum of 25% slow release. Application will take place between April 15 and May 15.

F. Aerating

1. Fall Aerating shall occur between August 20 and October 1.
2. Solid tine or core aeration may be used but the method must be alternated in each consecutive year.
3. The maximum hole diameter should be 1" and spacing be a maximum of 6".
4. Spring aerating shall occur between April 1 and May 1.

G. Seeding

1. Seeding shall occur one (1) time in the fall between August 20 and October 1.
2. Overseed with 8 pounds/1000 square feet of Maryland certified, turf-type tall fescue for renovations and 4 pounds/1000 square feet for routine maintenance.
3. The seeding must be done by mechanical means and slicing is preferred.
4. The seeding rate shall be at 6 pounds per 1000 square feet over the worst two thirds of the field area.
5. Top dress with "compro" (or approved equal) 1/8"-1/4."

H. Infield Maintenance

1. Infield mix - Baseball infield mix shall be free of any stones over 1/4" in any dimension. It shall contain no organic matter and meet the following mechanical analysis:

Sand (2.0-0.05mm) 60% - 75%
 Silt (0.05-0.002mm)..... 15% - 30%
 Clay (less than 0.002mm).....0% - 10%

"Home Run" Infield Baseball Mix recommended

2. Infield Maintenance is broken down into three categories defined as Weekly Maintenance, Monthly Maintenance, and Annual Maintenance.

a) **Weekly Maintenance** - 40 times per year

Scarifying - The top 1/2" to 1" to loosen this portion of the "dirt." This can be done with a "nail drag," and should be done in alternating directions every other week, clockwise then counter clockwise. When scarifying the operator should stay 6" away from the grass edge with the machine and drag, so as not to build up a "lip" of infield dirt along the edge. This 6" area is to be done by hand with a rake.

Mat/Fine dragging - This is to be done immediately after scarification. This must be done with a drag designed for fine dragging of infields. This is also to be done in alternating directions every other week. The combination of scarifying and fine dragging will enable the smoothing of the infield to within 1/2" over 10'.

Mound and home plate repair - The mound and home plate areas will show signs of wear, with holes as much as several inches deep. These areas are to be scarified and re-filled with soil from the surrounding area and then tamped firm.

Chalking foul (fair) lines - Foul (fair) lines are to be lined each week after dragging. These lines shall be no less than 2" but no greater than 3" wide and true (straight) within 1/2" over 10' of length. Lines are to extend a minimum of 100' into the grass outfield area.

b) **Monthly Maintenance**- 9 times per year, April through December

Edging - Edging of all grass/skinned areas is to be done monthly. This is to be done to crisply define the skinned portion of the field. Any resulting grass or debris is to be disposed of. A string line is to be used to ensure straight edging and a true radius.

Weeding - Weeding of the skinned area is to be done monthly. With weekly dragging, it is inevitable that some grass and or weeds will germinate in the infield area. They will be removed either manually or with approved herbicides (Round-up Pro or other approved rapid drying non-selective herbicide). Spraying must be coordinated with the CUPF and MCPS representative and must be posted according to Maryland Department of Agriculture guidelines.

- c) **Annual Maintenance** - Repairs are to be made between December and March.

Repairs - The "lip" area (the edge between the dirt and the grass) is to be removed and repaired, so as to create a smooth transition between the infield and the outfield. This may entail removing up to 3' of sod regrading "lip" area and replacing the sod. The mound and home plate areas will require new clay material that will be properly applied and tamped (up to 300 lbs.). The infield is to be worked up to a depth of 2", new materials incorporated, dragged smooth (within ½" over 10') and rolled tight. In addition, a new home plate and pitching rubber is to be installed.

I. **Soccer / Football Field Painting**

1. **Frequency** - Soccer/football fields will be painted weekly from April through June and from September through November (12 times in spring and 12 times in fall).
2. **Lines** - The lines are to be 4" wide and within 1" over 10' of being straight or true. The field sizes may vary from site to site, so specific dimensions will be supplied by the appropriate agency.
3. **Paint** - The recommended paint is Sherwin Williams Low V.O.C. (Volatile Organic Compound) Athletic Field Marking Paint or equal.

17. **Agreement Review and Reevaluation.** All work performed by the adopting organization will be reviewed and evaluated on a regular basis by designated staff from MCPS and CUPF and at the end of the Agreement term.

18. **Termination.**

- A. **Convenience.** The Owners reserve the right to terminate the Agreement upon two weeks written notice if, in their sole and subjective discretion, it is in the public's interest to terminate.
- B. **Breach.** If the Organization is in breach of the terms of this Agreement, the Owners may terminate without further notice if, after fifteen (15) days, written Notice to Cure, the Organization fails to cure the breach. The Owners further

reserve the right to terminate this Agreement immediately in the event of a serious breach of maintenance causing harm or risk to public safety.

The Organization will be charged normal fees for field use if the Agreement is terminated for noncompliance.

Agreements terminated for noncompliance will be grounds for future exclusion from participation in the Program.

19. **Appeal.** A termination may be appealed under the Adopt-A-Field Policy in effect at the time of termination, if any.

20. **Notice.**

Notice under this Agreement shall go to:

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
9500 Brunett Avenue
Silver Spring, MD 20901
301-495-2500

OFFICE OF COMMUNITY USE OF PUBLIC FACILITIES
600 Jefferson Plaza, Suite 300
Rockville, MD 20852
240-777-2706

MONTGOMERY COUNTY PUBLIC SCHOOLS
Division of Maintenance
16651 Crabbs Branch Way
Rockville, Maryland 20855
301-840-8107

MONTGOMERY COUNTY PUBLIC SCHOOLS
Department of Facilities Management
2096 Gaither Road – Suite 200
Rockville, MD 20850
240-314-1060

21. **Maryland Law.**

The terms of this Agreement shall be governed by Maryland law.

22. **Sexual Predator Law.**

Require that any person/contractor/subcontractor who enters a contract with a public or non public school “may not knowingly employ an individual to work at a school if the individual is a registered sex offender,” in accordance with Maryland law. An employer or contractor who violates this requirement may be found guilty of a misdemeanor and if convicted may be subject to up to five years in prison and/or a \$5,000 fine.

MONTGOMERY COUNTY PUBLIC SCHOOLS

BY: _____ Date _____
_____, Principal
_____ Elementary School

MONTGOMERY COUNTY PUBLIC SCHOOLS

BY: _____ Date _____
James Song, Director
Department of Facilities Management

ORGANIZATION

BY: _____ Date _____

EXHIBIT "A"

**ADOPT A FIELD
ATHLETIC FIELD MAINTENANCE
SEMI-ANNUAL STATUS REPORT
EXHIBIT ONE**

Site Name/Field: _____

Adopting Organization: _____

- A. Specify the status of renovations or other tasks identified during the initial field inspection prior to ratifying the adopt a field agreement. (e.g. grading, 100 tons of infield mix, backstop, etc.)

<u>Date</u>	<u>Maintenance Task Performed</u>	<u>Weather/Conditions</u>
--------------------	--	----------------------------------

B. **Maintenance Standards Not Met**

By signing below all parties acknowledge that the maintenance performed by the adopting group is in accordance with Community Use of Public Facilities and Montgomery County Public Schools standards except as noted. Also attached to this report is the athletic field maintenance log and requirements report from Exhibits Two and Three of the adopt a field agreement. These documents are required as a condition of the adopt a field contract. Failure to submit these forms may result in cancellation of the adopt a field agreement.

Program Coordinator for the Adopting Organization	Date
---	------

CUPF or MCPS Liaison	Date
----------------------	------

**SUPPLEMENTAL RENOVATION
and/or
MAINTENANCE REQUIREMENTS
EXHIBIT TWO**

ATHLETIC FIELD MAINTENANCE LOG EXHIBIT THREE

Season/Yr: _____

FIELD _____

DATE	LIME	SEED	INFIELD MIX	FERTILIZER	AREATION	OTHER REPAIRS

**MCPS REGULATION ECF-RB
PESTICIDES USE IN SCHOOLS
EXHIBIT FOUR**