

2016
POLICY AND
PROCEDURE
MANUAL

MADISON COUNTY
PARKS AND
RECREATION
AUTHORITY

Table of Contents

Section 1: Madison Park and Recreation Authority Bylaws

Section 2: MOU between Madison County School Board and Madison County Parks and Recreation Authority

Section 3: Madison Parks and Recreation Authority Appointee Members

Section 4: Organizational Structure

Section 5: Reporting Structure

Section 6: Operational Structure

Section 7: Budget and Accounting Methods

Section 8: Fields and Facilities Usage Rules

Section 9: Madison County Parks and Recreation Authority Volunteer Application Form Procedure

Section 10: Exhibit Forms

Section 11: Sanctions

Section 12: Auditors Comments

Section 13: Revision

Section 14: Approvals

Parks & Recreation Mission Statement

It is the mission of the Madison Parks and Recreation Authority to create recreational opportunities for growth and enhancement by developing diverse services and programs that promote citizen involvement and a strong sense of community while striving to increase the social, cultural, and physical well-being of its residents and visitors.

Parks & Recreation Authority Goals:

- Provide clean and safe parks, green spaces, and recreational facilities**
- Provide efficient services to Madison County residents regardless of income, background, and ability**
- Effectively plan for the future needs of Madison County residents**
- Continually strive to improve existing facilities while seeking opportunities for future development**
- Create a partnership with the Madison County community to improve the quality of life for all citizens**

SECTION ONE

MADISON COUNTY

PARKS AND

RECREATION

AUTHORITY

BYLAWS

BYLAWS OF THE MADISON PARK AND RECREATION AUTHORITY

**Adopted October 15, 2012
Amended December 17, 2012
Amended February 17, 2014**

amended May 20, 2016

Parks & Recreation Mission Statement

It is the mission of the Madison Parks and Recreation Authority to create recreational opportunities for growth and enhancement by developing diverse services and programs that promote citizen involvement and a strong sense of community while striving to increase the social, cultural, and physical well-being of its residents and visitors.

Parks & Recreation Authority Goals:

- **Provide clean and safe parks, green spaces, and recreational facilities**
- **Provide efficient services to Madison County residents regardless of income, background, and ability**
 - **Effectively plan for the future needs of Madison County residents**
- **Continually strive to improve existing facilities while seeking opportunities for future development**
- **Create a partnership with the Madison County community to improve the quality of life for all citizens**

BYLAWS OF THE MADISON COUNTY PARK AND RECREATION AUTHORITY

I. Article 1. Preamble

a. This Authority was created by resolution of the Madison County Board of Supervisors on December 14, 1982 under provisions of 15.2-5702 of the Code of Virginia (1950) as amended.

b. The official title of this authority as designated by the aforesaid Board of Supervisors is "Madison Park and Recreation Authority".

c. These Bylaws or rules for the transacting of the business of this Authority are made pursuant to authority vested in this Authority under 15.2-5704 of the Code of Virginia of 1950, as amended, in accordance with the general provisions of the laws of the Commonwealth of Virginia governing park and recreation authorities.

II. Article 2. Members

a. This Authority shall be governed by a board of eight (8) members, to be appointed by the Board of Supervisors. Two members will be sitting members of the Madison County Board of Supervisors. They will be appointed annually at BOS organizational meeting. The Madison County Recreation Manager shall serve as an ex officio member.

b. Each non-Board of Supervisor member of this Authority is appointed for a term of four (4) years. The beginning date of each term will be January 1, of an even year. Terms will be alternated so that no more than half of the member terms will expire in any one year. No one can serve more than 2 consecutive full terms.

c. The Board of Supervisors from time to time may provide for the payment of compensation to members of the Authority, provided no compensation shall be paid for meetings not attended, and for the reimbursement to each member of the Authority the amount of his actual expenses necessarily incurred in the performance of the member's duties.

d. Any vacancy in membership will be filled by appointment of a member by the Board of Supervisors. In the event that a position is vacated prior to the expiration of the applicable term, such appointment will be for the unexpired term only. If a member misses more than three (3) consecutive regular meetings, the Madison Park and Recreation Authority may ask the Board of Supervisors to replace that member.

III. Article 3. Officers and Their Selection

a. The officers of the Authority's Board shall consist of a Chairman, a Vice-Chairman, a Secretary-Treasurer and an Assistant Secretary. The Secretary-Treasurer and Assistant Secretary need not be members of the Authority.

b. Nomination of officers shall be made at the annual meeting held in January of each year. The election shall take place at the same meeting.

c. A candidate receiving a majority vote of the entire membership of the Authority shall

be declared elected. He shall take office immediately and serve for one (1) year, or until his successor takes office.

- d. Vacancies shall be filled by regular election procedure at any regular meeting. No vacancy in the membership of the board of the Authority shall impair the right of a quorum to exercise all the rights and perform all the duties of the authority.

Article 4. Duties of Officers

1. The duties of the Chairman are
2. To preside at all meetings;
 - i. To appoint all committees;
 - ii. To rule on procedural questions (subject to a reversal by two-thirds vote of members present);
 - iii. To carry out other duties as assigned by the Authority
2. The duties of the Vice-Chairman are:
 - i. To act in the absence of the Chairman
2. The duties of the Secretary-Treasurer are:
 - i. To keep a written record of all business transacted by the Authority;
 - ii. To notify members of the meetings;
 - iii. To keep all official records and reports of the Authority;
 - iv. To certify all records, and reports of the Authority;
 - v. To attend to the correspondence of the Authority;
 - vi. To keep a record of the minutes of the meetings.
2. The duties of the Assistant Secretary are:
 - vi. To act in the absence of the Secretary.

V. Article 5. Committees

- a. The Chairman may appoint such committees as he may deem necessary.

VI. Article 6. Meetings

The Board of the Authority shall assemble in regular session for an annual meeting in January each year. Future regular meetings for that year shall be as prescribed by resolution of the Board adopted at the annual meeting. The resolution shall specify the days, times and places of the regular meetings. If the day established as a regular meeting day fall on any legal holiday, then the meeting shall be held on the next following regular business day, without action of any kind by the Board. Regular meetings, without further public notice, may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed.

- a. The Authority's Board may also hold such special meetings as it deems necessary, at such times and places as it finds convenient. It may adjourn such special meetings from time to time as it finds convenient and necessary. A special meeting of the Board shall be held when called by the Chairman or

requested by a majority of the membership. The call or request shall be made to the Secretary and shall specify the matters to be considered at the meeting. Upon receipt of such call or request the Secretary shall provide written notice of such meeting to each member at least two (2) days prior to such meeting. The notice may be waived if all members attend the meeting or sign a waiver.

- b. All meetings of the Authority shall be conducted in compliance with the requirements of the Virginia Freedom of Information Act (FOIA), including, without limitation, FOIA's requirements for public notice of meetings and for the preparation of official minutes of each meeting.
- c. A majority of the membership of the Authority shall constitute a quorum, and a vote of a majority of such quorum shall be necessary for any action taken by the Authority.
- d. The Authority's Board, in the performance of its duties, obligations and functions, may adopt, as appropriate, resolutions and motions.

VII. Article 7. Order of Business

- a. The order of business for a regular meeting of the Authority's Board shall be:
 - i. Call to order by the Chairman
 - ii. Roll call
 - iii. Determination of a quorum
 - iv. Public Comment
 - v. Adoption of minutes
 - vi. Adoption of Treasurer Report
 - vii. Old business
 - viii. New Business
 - vix. Adjournment

Parliamentary procedure in the Authority's Board meetings shall be governed by the adopted rules of order, namely: Robert's Rules of Order

1

2 VIII. Article 8. Bylaw Amendments

3

- a. Except as otherwise provided by law, these Bylaws may be amended only by affirmative vote of two-thirds of the members, after ten (10) days' written notice has been given to the members of the proposed change.

IX. Article 9. Fiscal Controls

- a. The Madison Park and Recreation Authority is the designated fiscal agent of the Authority. All deposits will be made and checks will be drawn on an account

maintained at Union Bank Madison Branch.

- i. Members of the Authority and representatives of the various divisions of the Authority shall follow such financial and accounting procedures as may be required by Madison Park and Recreation Authority.
- ii. The books and accounting records of the Authority's financial transactions shall be maintained by the Madison Park and Recreation Authority. The fiscal year will begin July 1. No expenditures or obligations shall be incurred by or on behalf of the Authority except upon verification that funds are available and appropriated by the Authority to cover those expenditures and obligations.
- b. Expenditures of Authority funds, including funds of the various divisions of the Authority, shall be approved in advance of being incurred by the Authority's Board, the Board's designee or a designated representative of the appropriate division. The Authority's Board shall designate the names of the individuals who are authorized to sign checks on the Authority's account.
- c. All revenues from the various programs of the Authority and its divisions, and Authority revenues from any other sources, shall be submitted to the Recreation Manager, Treasurer, or designee for deposit. Receipts evidencing the date and dollar amount of revenues received shall be prepared and all monies received shall promptly be deposited.
- d. All divisions of the Authority are required to submit budgets for approval by the Authority's Board. No checks will be written on an account that does not have and approved budget on file.

X. Article 10. Operating Procedures

- a. The Authority's Board shall, from time to time, establish such operating rules and policies as it deems appropriate. Individual divisions of the Authority will adopt operating procedures which are not in conflict with policies of the Board, subject to review and approval by the Authority's Board.

Amended and Re-enacted: _____, 2010 (October 13, 2012)

Attest: _____ Chairman

Attest: _____ Vice Chairman

Attest: _____ Secretary

Attest: _____ Assistant Secretary

Attest: _____ Member

Attest: _____ Member

Attest: _____ Member

Attest: _____ Member

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM of UNDERSTANDING made and entered into this _____ day of _____, 2016, by and between the **COUNTY OF MADISON**, herein referred to as "County", and the **MADISON COUNTY PARKS and RECREATION AUTHORITY**, herein referred to as "PRA".

WITNESSETH:

WHEREAS, the County has heretofore created PRA by Resolution dated December 14, 1982, in accordance with the Code of Virginia now codified as Section 15.2-5700 *et seq* for "the purposes of administering, maintaining, and exercising all rights of ownership over such park and recreation areas as may be specified from time to time by resolution of the Madison County Board of Supervisors"; and

WHEREAS, the County has heretofore specified that PRA shall administer, maintain and manage the following park and recreation areas, to wit:

- A. A portion of Hoover Ridge containing approximately 102 acres, being a part of the real property containing approximately 181.9 acres, conveyed to the County by deed from Jean Clore Dusch *et als* dated July 31, 2002, and recorded in the Clerk's Office of the Circuit Court of Madison County, Virginia, as Instrument Number 020001839, herein referred to as Hoover Ridge Park;
- B. Madison County Recreation Center located on Thrift Road, being the real property conveyed to Madison Park and Recreation Authority by deed from Madison American Legion Post Home, Inc. and the Madison County Recreation Center, Inc.

dated September 20, 1984 and recorded in said Clerk's Office in Deed Book 173, page 504, herein referred to as Madison County Recreation Center;

C. Lots 5, 6, 7 and 8, Section IV, Middle River Retreat, being the real property conveyed to PRA by deed dated February 18, 1998, recorded in said Clerk's Office in Deed Book 257, page 270, and by deed from Jeffrey A. Whiting dated January 31, 1998, recorded in said Clerk's Office in Deed Book 257, page 282, herein referred to as Middle River Lots.

WHEREAS, the County has heretofore approved the PRA projects set forth in Exhibit 1 attached hereto; and

WHEREAS, this Memorandum of Understanding replaces a Memorandum of Understanding between the County and PRA dated June 24, 2013.

NOW, THEREFORE, the County and PRA do hereby agree to this Memorandum of Understanding as set forth below.

1. The County shall:

- a. Include PRA in its annual budget for each fiscal year. The annual appropriation by the County to PRA shall be payable in equal quarterly installments on July 1, October 1, January 1, and April 1 of each fiscal year. The PRA budget for FY2016-17 is attached hereto as Exhibit 2.
- b. Administer payment of the PRA Manager's salary and benefits; provided, however, PRA shall reimburse the County in full for such payments in equal quarterly installments on July 1, October 1, January 1 and April 1 of each fiscal year (See related paragraph 2(c) below).

- c. Manage and maintain approximately 79.9 acres at Hoover Ridge, being the aggregate of one parcel containing 61.00 acres and another parcel containing 18.90 acres as shown on Exhibit 3 attached hereto.

2. PRA shall:

- a. Administer, maintain and manage the following park and recreation areas:
Hoover Ridge Park, Madison County Recreation Center, and Middle River Lots;
- b. Continue its efforts to complete the PRA projects heretofore approved by the County as set forth in Exhibit 1. PRA shall make periodic reports, at least semi-annual, to the County on its progress to complete the PRA projects. Additional PRA projects must be approved in advance by the County.
- c. Employ a full time Manager to maintain PRA facilities and property, manage all payables and receivables, develop and manage budgets, schedule events, coordinate with youth sports, organize volunteers, organize activities, supervise part time positions, and other duties as assigned by the PRA Board of Directors (See related paragraph 1(b) above).
- d. Establish an accounting process for all payables, receivables and payroll, and obtain its own federal tax identification number (EIN).
- e. PRA shall obtain an annual certified audit and deliver a copy thereof to County within ten (10) days of its completion.
- f. PRA will reserve space at Hoover Ridge Park for occupancy without rent by the Farmers Market.
- g. Insure PRA property and equipment with the County as an additional insured.
- h. Comply with the Madison County Procurement Policy.

- i. Comply with the Madison County Personnel Policy.
3. The County and PRA shall:
 - a. Share the use of bush hog, tractor, and other maintenance equipment as agreed upon by the PRA Manager and Madison County Administrator.
4. This Memorandum of Understanding may be amended by written agreement of the County and PRA
5. This Memorandum of Understanding may be terminated by either the County or PRA upon 60 days advance written notice.

EXECUTED IN DUPLICATE.

COUNTY OF MADISON

By: _____
R. Clay Jackson, Chair

Date: _____

MADISON COUNTY PARKS AND
RECREATION AUTHORITY

By: _____
J. T. Price, Chair

Date: _____

Exhibit 1

Project Status Madison Parks and Recreation

2013

1. Fence foul lines fields 1, 2, 3, 4, 5 -- completed 2014
2. Cut infield field 5 -- completed 2014
3. Power, water, sewer -- a work in progress as of Sept. 1, 2015
4. Roller Hockey Pad -- Rest Rooms at Recreation Center reopened
5. Basketball Courts 1 -- on drawing board for 2016
6. Irrigate / sprig U14, U16, U18 -- compost, fertilizer, and seed instead
7. Irrigate / sprig infield 4 -- compost, fertilizer, and seed used instead
8. Parking / Roads -- on drawing board for 2016
9. Electric Service Football -- completed 2014

2014

1. Outfield fence field 1, 2, 3 -- completed 2014
2. Fence field 4 -- completed 2014
3. Basketball courts 2 -- on drawing board for 2016
4. Walking Trails / Cross Country Course -- work in progress as of Sept. 1, 2015
5. Shade trees -- started 2014 to be continued each year
6. Parking -- on drawing board for 2015
7. Playground -- on drawing board for 2016
8. Small Pavilion Football -- postponed to later date
9. Storage / Maintenance -- postponed to later date

2015

1. Small Pavilion Walking Trails -- postponed to later
2. Pressbox baseball / softball -- on drawing board for 2016

2016

1. Small Pavilion U14 -- on drawing board for 2016
2. Finish Pressbox -- on drawing for 2016
3. Parking / Roads -- on drawing board for 2016
4. Lights field U14 -- completed August 2015

2017

1. Lights Fields 1, 2, 3, 4 -- on drawing board for future
2. Rest Rooms at Football and Soccer -- on drawing board for 2016
3. Lights at Football -- on drawing board for 2015

Other projects completed or in progress

1. Changing Clore House to Madison Parks and Recreation Authority Office
 - a. Handicap accessible bathroom and doors
 - b. Handicap accessible ramp and parking
 - c. all windows replaced
 - d. rewiring to underground service
 - e. paint roof
 - f. upgrade water to RSA thru school
2. Entrance Sign and flag poles
3. Carpenter Pavilion
4. Sand volleyball
5. Helped Baseball and Softball with retaining walls and regrading at E1 and E2
6. Cleaned up from old barn demolition
7. Cleaned up debris around field 6
8. Bridge over creek for walking trails

Exhibit 3

Hoover Ridge

61.00
acres

181.90 Total Acres of Parcel
79.90 Acres - County Managed
102.00 Acres - Parks and Rec. Managed

18.90
ACRES



Am(C) 2012-02-17 12:17:39

Source: Esri, DeLorme, USDA, USGS, Aero, GeoEye, Germany, IGN, CNR, IGN, Esri, DeLorme, NAVTEQ, and the Esri User Community. Copyright © 2012 Esri, DeLorme, NAVTEQ, and the Esri User Community.

SECTION TWO

AGREEMENT BETWEEN MADSION COUNTY SCHOOL BOARD AND MADISON COUNTY PARKS AND RECREATION AUTHORITY

AGREEMENT
Between
MADISON COUNTY SCHOOL BOARD
And
MADISON PARKS AND RECREATION DEPARTMENT

SECTION I : PARTIES

This agreement is between the Madison County School Board (hereinafter referred to as the Board) and the Local Government of Madison (hereinafter referred to as the Government).

SECTION II: AUTHORITY

The parties do hereby recognize the authority granted to them by the Virginia Code, namely Virginia Code 22.1-131.

SECTION III: PURPOSES

The parties hereby recognize the benefit which can be derived from working together in the development of a joint plan for the use of school and park facilities. Such joint usage of facilities provides taxpayers with a better utilization of school buildings, athletic facilities, park and recreation areas, and avoids duplication of these facilities, thereby saving tax monies.

It is understood by the parties that reciprocal rights to use facilities extended in this contract are extended solely for the purposes of public education and recreation services and not for other purposes. The Board and the Government each agree to allow the other to use the facilities and/or equipment owned by the other in accordance with the terms of this agreement.

SECTION IV: TERM DURATION

This agreement shall be for the duration of one year, beginning on the 15th day of December 1992. The parties further agree that thereafter this contract shall be automatically renewed on a year-to-year basis unless one of the parties exercises its power to terminate the agreement as provided for below.

SECTION V: TERMINATION

The parties hereby agree that this contract may be terminated in any of the following ways:

- (A) At any time by agreement of both parties when such agreement is evidenced by resolutions both of the Board and the Government.
- (B) By either party upon written notice of not greater than thirty (30) days preceding the anniversary date of this contract. Such notice is to be accompanied by a resolution of the Board or Government.

Upon termination, facilities and equipment listed in Attachment A (including any amendments) shall be returned promptly to the owner.

SECTION VI: FACILITIES INCLUDED

The facilities and equipment covered by this agreement are listed on Attachment A. The Superintendent of Schools, or his designees, including Principals, and the Director of Parks and Recreation may from time to time propose amendments to Attachment A, but all such changes must be agreed upon by both parties.

SECTION VII: FACILITY SCHEDULING

A schedule of facilities, dates and times for the use of school and local government facilities is listed on Attachment B. Requests to schedule use of facilities must be submitted by the parties to each other at least sixty (60) days in advance of the scheduled activities. Attachment B may be modified from time to time by agreement of the principal, or his designee, of the school in which the facilities are located and the Director of Parks and Recreation. Arrangements for this modification shall take place immediately upon recognition by either party of the need for such changes. It is the intention of the parties to maximize the facility usage opportunities without conflicting with school business or park operations.

In scheduling the use of school facilities, school events shall have first priority, local government recreation shall have second priority, and all others shall have third priority, and vice versa for school use of park facilities.

SECTION VIII: SUPERVISION/PERSONNEL

The party in control of a facility as scheduled in Attachment B shall provide appropriate supervision of the premises during the stated times. The owner of the

property retains the right to assure the qualifications or competency of personnel working on said property and may request a listing of personnel and their qualifications. The party utilizing the facility must compensate personnel it uses to operate the facility and has the exclusive right to supervise such personnel.

It shall be the responsibility of the party in control of a facility to:

- A) appoint or designate one or more persons to remain on duty during the entire time such facilities are being used in order to provide appropriate supervision, patrol duties, etc.;
- B) to make sure that alcohol and other drugs are not used or not brought onto the property;
- C) to accept responsibility for any and all damages to grounds and property resulting from the use of facilities for such purposes as determined by both agencies;
- D) to clean up all paper, cans, bottles, etc., and leave the total area in good order;
- E) to assure that, during the time schools are open, no participant's of non-school sponsored activities are permitted to be on school property until the sponsor or a designee, of the activity is present and is providing adequate supervision;
- F) to see that school facilities are not used between 12 midnight Saturday and 12 noon Sunday;
- G) to observe a 12 midnight curfew on lights on school property; and
- H) to notify the principal of the school or the Director of Parks and Recreation within twenty-four hours of any damage or other problems encountered.

SECTION IX: RIGHT OF ENTRY/INSPECTION

Each party may inspect its facilities while under control of the other party.

SECTION X: COOPERATIVE DEVELOPMENT OF RECREATION FACILITIES

From time to time, it may be mutually beneficial for the parties to jointly, or in cooperation, undertake the development of recreation facilities. When such joint or cooperative development is proposed, the parties shall enter into a separate written agreement which shall set out in detail the rights and obligations of the parties with respect to that development which shall be an addendum to this contract.

SECTION XI: MAINTENANCE OF PREMISES

Maintaining school premises shall be the responsibility of the Board. Maintaining governmental park and recreational facilities shall be the responsibility of the

Department. The incidental and ordinary costs of making schools available for park use or making parks available for school use are deemed to be offsetting. However, direct costs incurred in making facilities available which are over and above the incidental or ordinary shall be reimbursed by either party to the other. Reimbursable costs shall include, but are not limited to: repair of facility damage occurring during times a facility is in the control of the other party; direct costs of janitorial services required as a result of the activity of the party; replacement/repair of expendable equipment; special modifications of a facility which are required, and which are mutually agreed upon in advance by both parties, to be made to accommodate use by the other party; and costs of electricity, heating, and cooling. Fee schedules to cover the cost of certain items contained in Attachment C. The parties hereby agree to maintain the premises of the other in good repair while they are under their control and to bear the cost for required repairs, which are attributable to a breach of this duty.

SECTION XII: LIABILITY/ENFORCEMENT OF RULES AND REGULATIONS

To the extent required by law the Government does hereby agree to accept responsibility for any and all costs, damages, expenses or liability arising from any accident or other occurrence to persons or property on the premises belonging to the Board which occur while the Government has control of the subject premises.

To the extent required by law the Board does hereby agree to accept responsibility for any and all costs, damages, expenses, or liability arising from any accident or other occurrence to persons or property on the premises belonging to the Government which occur while the Board has control of the subject premises.

To assure the Government's ability to maintain order in its programs, the Board takes notice of the Government's authority to promulgate rules and regulations which are not in conflict with any such rules or regulations of the Board, and grants the Government the authority to enforce these rules and regulations on the subject premises during such times as they are under the Government's control.

To assure the Board's ability to maintain order in its programs, the Government takes notice of the Board's authority to promulgate rules and regulations which are not in conflict with any such rules or regulations of the Government, and grants the Board the authority to enforce these rules and regulations on the subject premises during such times as they are under the Board's control.

SECTION XIII: AMENDMENTS AND MODIFICATIONS OF THIS AGREEMENT

The parties may amend this contract by agreement. Such amendments shall be effective upon adoption of a resolution of approval by the Board and the Government, and upon the signature of the Chairman of the School Board and the Chairman of the Board of Supervisors.

SECTION XIV: ASSIGNMENT, CONTINUITY AND SEVERABILITY

Neither party shall sell, assign, convey, or otherwise transfer by any method its rights under this agreement.

This contract shall be binding upon the parties and its successors.

Should any provision of this contract be ruled to be invalid by a court of competent jurisdiction, all other provisions shall be severable, and remain in full force and effect. The parties shall meet and negotiate an acceptable provision no later than 60 days after final court action.

SECTION XV: NO DISCRIMINATION

The parties each agree that in its conduct of programs in or upon facilities of the other, that at no time shall it discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability, or age.

SECTION XVI: RESOLUTION

WHEREAS, there is increased demand on recreational facilities; and

WHEREAS, schools and parks are a major focal point of this community; and

WHEREAS, school facilities are often under-utilized during the evening hours and summer months; and

WHEREAS, the 1992 Study of Parks and Recreation in Virginia reports that 101 of 107 reporting parks and recreational agencies utilized school facilities; and

WHEREAS, the citizens will benefit by the additional access to publicly owned facilities; and

WHEREAS, cooperative use of facilities is a more efficient way of spending tax dollars; and

WHEREAS, there is a legislative mechanism allowing schools to open their doors to public recreation programs during those times when school is not being used for school-sponsored activities; now therefore be it.

RESOLVED by the Madison County School Board and the Madison County Board of Supervisors, that the Board and the Government support the establishment of a cooperative use agreement between the Madison County School Board and the Madison Board of Supervisors, and to generally encourage the multiple use of school facilities and public parks which are major investments on the part of citizens in Madison.

SECTION XVII: EXECUTION

Being that this contract was duly considered and approved by the Board at its meeting on the 14th day of December, 1992, and that the contract was duly considered and approved by the Government at its meeting on the 4th day of JANUARY, 1993, now therefore we do hereby execute this contract by making our signatures, to wit:

BOARD

Norma D. Good
Attest: Notary Public

Serge Volchansky
Chair of School Board

12/14/92
Date

Norma D. Good
Attest: Notary Public

Paul Starnes
School Superintendent

12/14/92
Date

GOVERNMENT

Stephen J. Utz
Attest: ~~Notary Public~~
County Administrator

[Signature]
Chair of Board
of Supervisors

1/4/93
Date

Stephen J. Utz
Attest: Notary Public
County Administrator

Ken W. Rasmussen
Director of Parks and
Recreation

1/4/93
Date

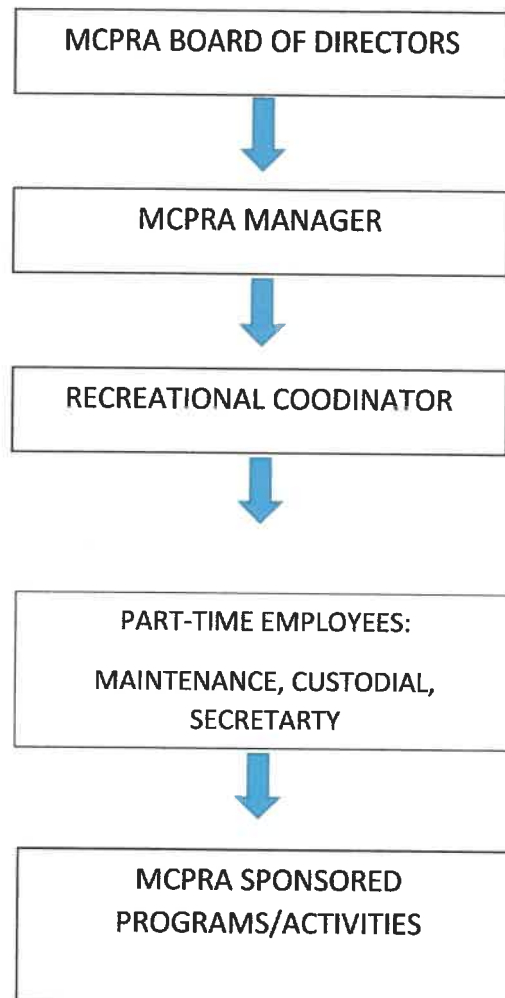
SECTION THREE

MADISON COUNTY PARKS AND RECREATION AUTHORITY APPOINTEE MEMBERS

SECTION FOUR

ORGANIZATIONAL CHART

MADISON COUNTY PARKS AND RECREATION OPERATIONAL CHART (MCPRA)



SECTION FIVE

REPORTING STRUCTURE

5.0 Reporting Structure

I. MCPRA Board

- A. Madison County Parks and Recreation Authority (MCPRA) members are appointed by the Board of Supervisors.

II. Employees

- A. MCPRA Manager reports to the MCPRA Board
- B. MCPRA Secretary reports to the MCPRA Board and the MCPRA Manager
- C. MCPRA Parttime employees report to MCPRA Manager and MCPRA Secretary

III. Youth Programs are a part of the MCPRA

- A. Membership is open to all residents of Madison County.
- B. Each program is to appoint a board and set their own By-Laws.
 - 1) Policies set must be in accordance with MCPRA policies and procedures
 - 2) MCPRA Manager shall be advised of changes to policy.
 - 3) MCPRA Manager and/or MCPRA Board will approve policy and procedure changes related to business operation subject to approval by the Auditor.

SECTION SIX

OPERATIONAL STRUCTURE

6.0 Operational Structure: Madison County Parks and Recreation Authority

- I. MCPRA Manager and Secretary
 - A. The Manager and Secretary reports directly to the MCPRA
 - B. The Manager and Secretary are an attending, non-voting, advisory member of the MCPRA
- II. The MCPRA Manager and Secretary supervises day to day operations of Parks and Recreation and Recreation Authority activities and programs
 - A. The Manager and Secretary works with the MCPRA to develop programs, Capital Improvement Projects and other projects as assigned by County Government
 - B. The Manager's and Secretary's responsibility of operations:
 - 1. Reports to the MCPRA Board on program and operations status.
 - 2. Directs and supervises all full and/or part-time employees of the MCPRA.
 - 3. Directs and coordinates all volunteers of MCPRA programs, events, and/or activities
 - 4. Schedules and supervises all usage, maintenance and/or improvements on all county owned or leased property for MCPRA programs, activity and/or events.
 - 5. Insures all methods, procedures, and policies related to accounting are in accordance to MCPRA policy.
 - 6. MCPRA Manager and MCPRA Secretary will review programs, activity and/or events.
 - a. All programs, activity and/or events using County State or Federal Tax Identification numbers and/or paid by checks issued by MCPRA
 - 7. Reviews and recommends for MCPRA Board of Directors approval of all contracts entered into by Parks and Recreation programs, activity and/or events.
 - 8. Develops training and support for staff and volunteers.
 - 9. Develops and implements safety programs.
 - 10. Reviews and maintains records of volunteer applications in accordance to MCPRA policy
 - 11. Reviews all recreational programs, events, and/or activities for Quality Assurance goals.

12. Conducts events, program and/or activity registrations.
13. Promotes and supports recreational programs, events and/or activities for the citizens of Madison County.
14. Other duties assigned by the MCPRA Board of Directors.

SECTION SEVEN

BUDGET AND ACCOUNTING METHODS

7.0 Budget and Accounting Methods

I. Parks and Recreation Department/Recreation Authority

A. Recreation Manager must comply with methods and procedures as established by MCPRA Board

II. Procedure for Accounting

A. Purchase Orders

1. A written Purchase Order Form approved by Parks and Recreation shall be used on all orders and payment request transactions over \$1000.
2. Purchase Orders must use a number issued by the MCPRA for tracking purposes according to directive from auditors.
3. Purchase order forms must accompany all invoices and payment requests over \$1000 submitted for transaction.
4. Purchase Orders must be signed by approving division and/or Authority.
 - a) No one other than the Approving Authority may enter into purchase agreements for the MCPRA
 - b) All verbal purchase orders shall be confirmed with written purchase order confirmation within three days of issuance.
 - c) Signatory Authority may be delegated upon written letter of delegation by the Parks and Recreation Manager for purchase orders less than \$2500
5. Purchase Orders for more than \$1000 require the signature of the Manager of Parks and Recreation.
6. Purchase Order copies shall be maintained and submitted to the Manager of Parks and Recreation for record keeping purposes.
7. Failure to comply with purchase order policy shall result in immediate revocation of letter of delegation.

B. Open Accounts

1. Open accounts for local business transactions are maintained by MCPRA
 - a) Items picked up on local accounts should not be in excess of \$1500 or a purchase order will be necessary.
 - b) All item tickets/receipts must be signed for by a person receiving items.

- 1) Name should be on receipt ticket
- 2) Event, program or activity should be referenced.
- 3) All tickets/receipts must be brought to PRA Office within 3 business days.

C. Payments

1. Payments will be made according to a schedule set my MCPRA Manager and Secretary

D. Deposits

1. All monies deposited will be logged on the Deposit Transmittal Form
 - a) Form will list source of income
 - b) Form copies are maintained in the PRA Office
 - c) PRA Office issues receipt for all monies received
 - d) Each deposit will require 2 signatures by program designees.

E. Contract and/or Part-Time Employees

1. All part-time and/or contractual employees must submit requests for payment using the Contractual Employee Information Form.
 - a) Cash payments are prohibited unless a receipt, statement copy, or other record of transaction is submitted to record transaction

F. Approvals

1. All policies and procedures of operational methods must be approved by the MCPRA Board and Accounting representative.
2. All requests submitted must be reviewed by the Manager prior to payment and/or transaction.

SECTION EIGHT

FIELDS AND FACILITIES USEAGE RULES

8.0 Fields and Facilities Usage Rules

Fields and facilities used for Parks and Recreation events and/or activities are County owned property or lease property approved by Manager of Parks and Recreation. Private property agreements for Parks and Recreation activities and/or events can be entered into by the Director or Designees (i.e. FFY-YFA Grounds)

1. Parks and Recreation is responsible for setting usage and scheduling of all fields and/or facilities for approved events and/or activities.
2. Parks and Recreation is responsible for care and maintenance of field and facilities used for approved activities and/or events. Maintenance and prep schedules are set by the Manager or Designee.
3. Parks and Recreation must approve Lease and Usage agreements for field and/or facilities used for approved activities and/or events.
4. Parks and Recreation is responsible for routine maintenance, care and preparation cost for fields and facilities for approved activities and/or events. The Manager determines routine care and prep schedules. Extra prep and care costs will be paid by sponsor and/or participants of events and/or activity.
5. Parks and Recreation Manager must approve all physical alterations to fields and facilities that are not part of routine care and maintenance.
6. Fees and costs for fields and facilities usage are set by the Parks and Recreation Manager.
7. Fields and facilities usage requests are submitted to the Parks and Recreation Manager for approval routing.
8. Off-season usage of fields and facilities require notification of the Manager.
9. Sponsors and/or participants are responsible for cleanup and trash removal will be done by MCPRA at events and/or activity's end on a daily basis.

If fields, facilities and/or grounds are not cleaned as required, a fee of \$25.00 or \$10.00 per hour will be charged for clean-up of the area, whichever cost is greater will be billed to user and/or sponsor.

Note: All school rules must be followed on school property

SECTION NINE

MADISON COUNTY PARKS AND RECREATION VOLUNTEER APPLICATION FORM AND PROCEDURE

9.0 MCPRA Volunteer Application Form Procedure

I. The Program is under the management of the MCPRA who is employed by the MCPRA

II. All volunteers and paid instructors participating in events, programs and/or activities sponsored by MCPRA shall complete the application form.

A. Completed forms are to be submitted to the Manager of MCPRA.

B. Failure to submit a completed form will result in the applicant not being able to participate with recognized youth programs.

III. All Volunteers and paid instructors participating in events, programs and/or activities sponsored by MCPRA may be subject to a Criminal Background Check.

A. MCPRA will complete the criminal background check.

B. The Sheriff and Commonwealth's Attorney of Madison County may review completed criminal background check information.

C. The Sheriff and Commonwealth's Attorney may make recommendations on acceptance or rejection of applications.

D. Notification will be sent to all persons failing to have an acceptable result of the background check.

1. Persons having unacceptable results will be notified by the Manager.

2. The Madison County Commonwealth Attorney will be notified of applications not accepted due to background check results.

IV. Completed applications and background checks are maintained in the Parks and Recreation Office.

A. Completed forms are not available for public review nor will be released for any reason. They will be maintained in a secure manner.

SECTION TEN

EXHIBIT FORMS

Madison County Parks and Recreation Authority

Background Check Screening Policy

The Madison County Parks and Recreation Authority reserves the right to screen any volunteer who will be working with children involved in PRA sponsored Youth Sports/Activities. The screening will consist of 1) completion of Volunteer Application Form, including references; 2) approval by the PRA; and 3) consent to background checks.

If a background check is performed and the following convictions are revealed, the PRA will deny an individual application of those persons.

Violent/Behavioral Crimes:

Murder
Theft/Burglary/Robbery-Armed/Larceny
Breaking and Entering
Prostitution
Disorderly Conduct
Rape or Sexual Assault
Assault
Arson
Escape from penitentiary

Drug and Alcohol Related Crimes

Possession of drug and/or paraphernalia
Drug Dealing
Trafficking
DUI/DWI (3 in last 7 years)
Domestic Violence/Abuse

Crimes Against Children

Solicitation of a minor
Sexual abuse/assault of a minor
Child abuse
Child molestation
Sexual conduct with a minor
Contributing to the delinquency of a minor
Indecency with a minor
Abandonment/Endangerment of a min

To complete the background screening process, please complete the following form and return to the Madison Parks and Recreation Authority office. All results from the background screening will be kept confidential and forms will be destroyed following the screening. This information will not be shared.

Cut here

Full Name: _____
First Name Middle Last

Mailing Address: _____

Social Security Number (required): _____ Date of Birth: ____/____/____

I hereby give my consent for Madison Parks and Recreation Authority to conduct a Background Check as described above. _____ signed

Madison County Parks and Recreation Reimbursement Request

Date of Request: _____ Sport/Activity: _____

Amount of Reimbursement: _____ (receipt/proof of amount must accompany the request)

Requested by: _____

Description of Expense: _____

Approved by (sport/activity designee): _____

Date reimbursement given: _____

Madison County Parks and Recreation Reimbursement Request

Date of Request: _____ Sport/Activity: _____

Amount of Reimbursement: _____ (receipt/proof of amount must accompany the request)

Requested by: _____

Description of Expense: _____

Approved by (sport/activity designee): _____

Date reimbursement given: _____

<p style="text-align: center;">Madison County Parks and Recreation Deposit Transmittal</p>
--

Date of Deposit: _____ **Sport/Activity:** _____

Amount of Deposit: _____

Deposit given by: _____

Description of Income: (Use space below if needed): _____

Total Cash Received: _____

Total Checks Received: _____

Submitted by (sport/activity designee)

Date submitted

Submitted by (sport/activity designee)

Date submitted

Received By (MCPRA Representative)

Date Deposit Made

Assumption of Risk and Release

In agreeing to participate in the program, as a parent or guardian of a participant, I and the participant do hereby affirm that the general health of the participant is good, the participant is not adversely affected by exercise and that the participant is capable of performing an activity of this nature

In consideration of participating in this activity, I and the participant do hereby assume all risk of any injury to the participant and will indemnify and hold harmless, from any and all liability, action, cause of action, claims and demands of every kind or nature whatsoever that I and the participant have or which arise from or in connection with my participation in this activity, the County of Madison, VA, the County Board of Supervisors, the Madison County Department of Parks and Recreation and all their officers, agents, employees, staff, volunteers and successors.

It is likewise assumed and agreed that the participant will, at his own expense, wear the proper clothing and protective equipment during the activity and that it is the responsibility of the participant or parent or guardian to make sure the criteria are met. I agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree to allow for immediate first aid to the injured participant, if and when deemed necessary.

[illegible]

Date: _____
PO # _____

Ship To:

[illegible]

- MCPRA**
PO Box 435
Madison, VA 22727
Phone 540-308-1247
Email: mcparksrec@gmail.com

Date _____



<p style="text-align: center;">Madison County Parks and Recreation Referee/Umpire Pay Sheet</p>

Sport: _____

Name: _____

Address: _____

Contact Phone: _____

W9 on file?: Yes

No (If no, please provide prior to payment issued)

Date:

Rate

1. _____

2. _____

3. _____

4. _____

5. _____

(use back if more space needed)

Total Amount: _____

Verified by (sport/activity designee)

Date submitted

SECTION ELEVEN

SANCTIONS

11.0 Sanctions for Non-Compliance with Policy and Procedures

I. The following actions can be taken by the MCPRA Manager to insure compliance:

A. A verbal warning notification of policy or procedure violation to individual or group to become compliant.

B. A written warning notification of policy or procedure violation to individual or group to become compliant.

C. A written notification of loss of privilege to make transactions under the recognition of MCPRA by named individual or group from failure to become compliant, notification to MCPRA of action.

D. The written recommendation for removal from the organization by the MCPRA.

1. A majority vote of quorum present at a scheduled meeting is required for removal.