

VIRGINIA: At a special called meeting of the Tazewell County School Board held at the Tazewell County Career and Technical Student Center on July 23, 2018 at 1:00 p.m.

PRESENT: Donna Whittington, Chair
Chris Moir, Vice-Chair
Jimmy Jones, Member
Irene Mullins, Member
David Woodard, Member
George G. Brown, Division Superintendent
Vicki Bailey, Clerk

Chair Whittington called the meeting to order at 1:00 p.m.

Unscheduled Agenda Items

Mrs. Moir made a motion to add the purchase of three maintenance vehicles as item "B" under new business. Mr. Woodard seconded the motion, and the Board unanimously approved.

Approval of Agenda

Mrs. Moir made a motion to approve the agenda as amended. Mrs. Mullins seconded the motion, and the Board unanimously approved.

Closed Session

Pursuant to section 2.2-3711 of the Code of Virginia, a motion was made by Mrs. Moir, seconded by Mr. Jones, and unanimously passed to convene to a closed session for the purpose of discussing the following specific matter:

Personnel – Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees as authorized by Section 2.2-3711 A 1 of the Code of Virginia.

Contracts – Discussion of the award of a public contract involving the expenditure of public funds as authorized by Section 2.2-3711 A 29 of the Code of Virginia.

The Board returned to open session at 2:30 p.m. In accordance with the Freedom of Information Act, a roll call vote was taken in which all members affirmed that only public business matters lawfully exempted from open meetings, as identified in the motion for closed session, were heard, discussed, or considered by the Board.

Motions from Closed Session

Mrs. Moir made a motion to approve the personnel list as amended. Mr. Woodard seconded the motion, and the Board unanimously approved.

Unfinished Business

- A. **Reconsideration of Graham High School football games at Mitchell Stadium, George Brown, Division Superintendent (SEE ATTACHED)**

Mr. Brown shared a brief history of the process the Board had been through trying to determine where the Graham High School Varsity Football Team would play football games for the 2018-19 season. The last motion from the School Board prior to the July 23, 2018 meeting approved Graham High School Varsity Football games to be played at the Tazewell High School Football Stadium. Mr. Brown stated Mr. Jones had worked hard to obtain a donation allowing Graham High School to continue using Mitchell Stadium for the 2018-19. He had been successful in that an anonymous donation had been received by Tazewell County Public Schools in the amount of \$50,000 to fund the regular season. Mr. Brown asked the Board's pleasure with regard to the contract.

Mr. Jones made a motion to honor the contract with the City of Bluefield as amended for the use of Mitchell Stadium. Mr. Woodard seconded the motion, and the Board unanimously approved.

New Business

A. Changing regular August School Board meeting from August 13, 2018 to August 6, 2018, *George Brown, Division Superintendent*

Mr. Brown asked the School Board to consider moving the August School Board meeting to 9:00 a.m. on August 6, 2018 at the Student Center. He explained the Tazewell County Public School Health Fair was scheduled for original date of the meeting (August 13, 2018). Mr. Brown stated having the summer meetings at 9:00 a.m. had allowed more employees to attend, because many had evening obligations during the school year that prohibited them from attending meetings.

Mr. Woodard made a motion to change the date of the August regular monthly School Board meeting from August 13 to August 6 and to set the time at 9:00 a.m. Mrs. Mullins seconded the motion, and the Board unanimously approved.

B. Purchase of three maintenance vehicles, *Ashley Maxfield, Supervisor of Finance*

Mrs. Maxfield requested the purchase of three vehicles for the maintenance department, stating the vehicles were a necessity. All three vehicles had failed inspection, which was based on inspections used by the State Police. Two of the new vehicles would have snow plows and one would be the maintenance leader's vehicle. The price for all three from the state bid amounted to \$89,000.

Mr. Woodard made a motion to purchase three maintenance trucks in the amount of \$89,000. Mr. Jones seconded the motion, and the Board unanimously approved.

Chair Whittington stated she had called a Special School Board meeting for Thursday, July 26, 2018 for insurance purposes. The meeting would be held at 11:00 a.m. at the Student Center. Sam Irby with Innovative Solutions was scheduled to discuss the insurance proposals received by the school division and make a recommendation for the division.

Mrs. Mullins made a motion to adjourn at 2:41 p.m. Mr. Woodard seconded the motion, and the Board unanimously approved.

STADIUM USAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 23rd day of July, 2018, by and between THE CITY OF BLUEFIELD, WEST VIRGINIA, a West Virginia municipal corporation, hereinafter referred to as "City", and THE TAZEWELL COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board."

WHEREAS, City is a West Virginia municipal corporation which owns and operates a sports facility known as "Mitchell Stadium"; and

WHEREAS, Board is a political subdivision of the Commonwealth of Virginia, which operates all of the public schools in Tazewell County, Virginia, including Graham High School; and

WHEREAS, Mitchell Stadium serves as the home football stadium for the Graham High School G-Men football team, which is operated and administered by Board as an extracurricular activity for Graham High School students; and

WHEREAS, Board has in the past contracted with City for the use of Mitchell Stadium by and for the Graham High School G-Men football team; and

WHEREAS, City desires to contract with Board, and Board desires to contract with City, for the use of Mitchell Stadium, upon the terms and conditions set forth herein.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the foregoing, which are not mere recitals but which are an integral part of this Agreement, and of the mutual terms and conditions set forth herein, the parties hereby agree as follows:

1. TERM. The term of this Agreement is two years, beginning August 1, 2018 and concluding on July 31, 2020.
2. USAGE. Board shall have use of, and City shall make available to Board, Mitchell Stadium, *including* the field, locker areas, bleachers, press box, ticket kiosk, and restroom facilities, but *excluding* concession areas, which are the subject of a separate contract, for the all of the following events:
 - A. Pre-Season and Regular Season Games
 1. Graham High School and Graham Middle School pre-season football scrimmage games;
 2. Graham High School and Graham Middle School varsity and junior varsity home football games.
 - B. Practices

Board may utilize Mitchell Stadium as a practice facility for the Graham High School G-Mem football team a total of five times during each year of this contract.
 - C. Playoff Games

Board may utilize Mitchell Stadium for all home Graham High School playoff games for the additional fee set forth in subparagraph 3.B. below.
 - D. Soccer.

Board may use Mitchell Stadium for soccer practices or games on such additional terms as may be agreed upon between Board and City.

E. Baseball.

Board may not use Mitchell Stadium for baseball games, practices or other baseball related activities.

F. Down Markers. City shall not be responsible for providing first down markers, dial-a-down devices, or any other equipment required for game play.

G. Press Box. Board shall make sufficient space available in the press box for City's Board of Directors, City manager, and guests to attend games.

3. FEE.

A. Pre-Season and Regular Season Games; Practices. For the use of Mitchell Stadium by Board for *pre-season and regular season games, and for practices*, as provided in subparagraphs 2.A. and 2.B. herein, Board shall pay to City an annual fee of \$50,000.00 (Fifty thousand and 00/100 Dollars) payable on or before the first day of August each year.

B. Playoff Games. For the use of Mitchell Stadium by Board for *playoff games* as provided in subparagraph 2.C. herein, Board shall pay to City an additional fee of \$5,000.00 (five thousand and 00/100 Dollars) per game.

C. Availability of Funds – This contract is subject to the availability of funds. Should Board not have sufficient funding available to perform its obligations under this Agreement, Board may terminate this Agreement upon sixty days' written notice to City.

4. PARKING SURCHARGE

City shall make the Mitchell Stadium Parking Facilities available for use of the general public for a reasonable time before, during, and for a reasonable time after, games played at Mitchell Stadium pursuant to this Agreement. City shall not impose a parking fee on patrons of Board events or of events held by persons or entities under contract with Board. In lieu thereof, Board shall impose and collect a fee of fifty cents (\$0.50) per ticket sold to every event held at Mitchell Stadium pursuant to this Agreement. Within thirty days following the last football game each year, Board shall remit all money so collected to City along with an accounting thereof. City shall use such fund for maintenance of the aforesaid parking area.

5. SECURITY, PERSONNEL, MAINTENANCE; UTILITIES

A. Security – Graham High School Varsity Games. For each Graham High School varsity football game played pursuant to this Agreement, including playoff games, City shall supply sufficient police officers to work the pre-game, game, and post-game periods for crowd and traffic control and safety. The determinations as to the number of police officers, the identity of specific police officers assigned, and the location each officer patrols or is stationed are in the sole discretion of the Bluefield Police Department.

B. Other Personnel – City shall and Board shall each designate one (1) employee who shall be available in person or by phone before and during each game address maintenance and operational issues that may arise during such time. City shall have sufficient maintenance personnel available to address minor maintenance issues that may arise during such times. City's designee shall respond to communications from the person designated by Board and from no other person. Board's designee shall respond to communications from the person designated by City and from no other person. All communications between Board and City regarding issues arising immediately before or during games shall be between the respective designees as provided herein.

C. Maintenance and Utilities – City shall maintain Mitchell Stadium, including the playing surface, locker areas, stands, press box and concession areas, and the equipment therein, in a safe and acceptable condition, including the provision of adequate field lighting for night games. City shall supply and pay for all utilities and supplies necessary for the usage of Mitchell Stadium as provided herein.

D. Facility Inspections; Damage – Before and after each game, the parties' designees pursuant to subparagraph 5.B. shall conduct a joint inspection of the facility to determine the condition of the facility prior to the game and identify any damage that may have occurred to the facility during the game. Board shall be responsible for repairing any damage to Mitchell Stadium done by Board, its employees, volunteers, subcontractors, or players, regardless of school affiliation. City shall be responsible for reasonable wear and tear or damage done to Mitchell Stadium by spectators or members of the general public.

6. LIABILITY INSURANCE; INDEMNIFICATION

Board shall obtain and maintain in full force and effect a policy of general public liability insurance with liability limits per occurrence of not less than One Million Dollars. Board shall indemnify and hold harmless City from and against any and all claims arising from or in any way related to the performance by Board of its obligations hereunder.

7. COORDINATION WITH OTHER USERS

The parties understand and agree that, except as specifically provided herein, this Agreement is not exclusive, and City may contract with other entities, including but not necessarily limited to the Mercer County Board of Education and Bluefield College, for the use of Mitchell Stadium. Board shall cooperate with such other entities to arrange football games so that there are no conflicts. In the event of a scheduling conflict that the parties are unable to resolve, City has the sole authority and discretion to resolve such conflict. Board hereby waives the right to seek injunctive relief in the event that it disagrees with City's decision as to the resolution of a scheduling conflict under this paragraph.

8. GOVERNING LAW; FORUM FOR LITIGATION

This agreement shall be governed by and construed in accordance with the law of the State of West Virginia. Any litigation between the parties construing, arising from, or in any way related to this Agreement shall be brought in the Circuit Court of Mercer County, West Virginia.

9. ENTIRE AGREEMENT; MODIFICATIONS; ASSIGNMENT

This constitutes the entire agreement between the parties. Any modifications or amendments must be in writing and signed by duly authorized representatives of each party or they shall be null and void. Except as specifically provided herein, neither party may assign its rights or obligations under this agreement.

WITNESS the following signatures all as of the day and year first above written.

CITY OF BLUEFIELD, WEST VIRGINIA

By: _____

Its: _____

TAZEWELL COUNTY BOARD OF EDUCATION

By: Donna J. Whittington

Its: Chair