1. Chairman’s Report

2. Hearing and Actions on Rezone Matters, Special Use Permits, Etc. (Linda Fortson & Lamar Hughston)
   1. Clayton Hendrix is representing his mother Floy Mae Hendrix in their request to rezone approximately 3.85 acres with an existing house from her 40.44 acre property. The request is to rezone from A2 o R1 to subdivide the 3.85 acre parcel for an additional home site for her son. The property is located at 2220 Dove Drake Road on Map 90 Parcel 36 in District 4.
   2. Michelle Stuchell is representing her mother Cheryl Stuchell in their request to rezone her 6.46 acre property from A2 to RR for an additional home site for her daughter. The property is located at 3363 Booger Hill Road on Map 27 Parcel 177 in District 2.
   3. Ronnie Martin is requesting to rezone approximately 1.25 acres of his 31.15 acre property from A1 to B to subdivide and sell with an existing old store. The property is located at 2676 Highway 106 North on Map 36 Parcel 50 in District 2.

3. Statements and Remarks from citizens on an agenda item

OLD BUSINESS:

4. Discuss future county SPLOST projects

NEW BUSINESS:

5. Discuss bids for cleaning service

6. Discuss resolution for Georgia Heritage grant program

7. Discuss 2019/2020 agreement with the Public Defender’s Office

8. Discuss Recreation Department’s Facilities Use Agreements

9. Roads Update

10. Urgent Matters

11. Executive Session to discuss land acquisition, personnel matters and/or potential litigation (if needed)

12. Adjourn
Sealed Bids for Cleaning Services
Advertisement in Madison County Journal April 25, 2019 and May 2, 2019

Submission deadline May 22, 2019 at 10:00 a.m.

Opening date May 22, 2019 at 2:30 p.m. in Public Meeting Room

In attendance
Alan Lapczynski, Public Works Director
Rhonda Wooten, County Clerk

Recommended at June 3, 2019 B.O.C. Meeting

Vendor: Mary Douglas
Date & Time received: May 21, 2019 at 3:40 p.m.
E-Verify Affidavit included with bid: N/A No employees
Bid price: See attached weekly and monthly breakdown by location

Vendor:
Date & Time received:
E-Verify Affidavit included with bid:
Bid price:

Vendor:
Date & Time received:
E-Verify Affidavit included with bid:
Bid price:

Vendor:
Date & Time received:
E-Verify Affidavit included with bid:
Bid price:
Mary W. Douglas
1191 East Paoli Rd
Carlton, GA 30627
706-224-4941

Date: 05/21/2019

Government Complex
Monday, Wednesday and Friday $130.00 Each Day

Offices and Courtroom
Sweep, Dust, Mop, Trash and Vacuum
(Clean Once a week, 1/3 of the Offices and Courtrooms completed each day, schedule to be determined)

Hallways
Sweep and Mop Each Day

Restrooms
Clean and Mop Each Day

Old Courthouse
One Time Per Month $60.00 Per Month

Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building

EMS Danielsville
One Time Per Month $80.00 Per Month

Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building

EMS Comer
One Time Per Month $80.00 Per Month

Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building

EMS Ila
One Time Per Month $80.00 Per Month

Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building

EMS Hull
One Time Per Month $60.00 Per Month

Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building
<table>
<thead>
<tr>
<th>Service</th>
<th>Frequency</th>
<th>Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Center</td>
<td>One Time Per Month</td>
<td>$100.00</td>
</tr>
<tr>
<td>Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Extension Office</td>
<td>One Time Per Month</td>
<td>$70.00</td>
</tr>
<tr>
<td>Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Bank</td>
<td>One Time Per Month</td>
<td>$60.00</td>
</tr>
<tr>
<td>Clean Restrooms, Dust, Sweep, Mop, Vacuum in offices and hallways, collect trash in building</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proof of Insurance will be provided once Bid is accepted.
Cleaning scheduled for each location will be discussed and agreed upon once Bid is accepted.

Thank You
Mary W. Douglas
RESOLUTION

GEORGIA HERITAGE GRANT PROGRAM APPLICATION

Madison County

WHEREAS, the Board of Commissioners of Madison County, Georgia, (the "Board") has for many years been working towards the renovation and preservation of the historic Madison County Courthouse; and

WHEREAS, funds have been collected for this purpose in both the 2008 and 2014 County Special Purpose Local Option Sales tax, but those amounts have proven inadequate and critical work remains undone, with deterioration continuing all the while; and

WHEREAS, the Historic Preservation Division of the Georgia Department of Natural Resources has announced the 2020 grant cycle for its Georgia Heritage Grant Program is now open and accepting applications, and if granted, this Program would provide a 60% match to local funds for this desperately needed work;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby resolves as follows:

1. The Chairman of the Board is hereby directed and authorized to submit an application on behalf of Madison County for renovation and preservation of the historic Madison County Courthouse, for a total project amount not to exceed $300,000, with 40% of said amount to be provided from collections from the 2008 and 2014 SPLOSTs as referenced above and supplemented by general county funds if and to the extent needed;

2. The Board will accept the grant if awarded; and

3. The Board will assure that the matching funds are made available if the grant is awarded.

Unanimously approved by the Madison County Board of Commissioners on the ___ day of _____________, 2019.

By:

Hon. John Scarborough, Chairman, Board of Commissioners

Attest:

Rhonda Wooten, Clerk, Madison County Board of Commissioners
May 21, 2019

Dear County Counsel:

RE: Public Defender Budget – FY2019-20

Attached is the Northern Circuit Public Defender’s proposed $413,359.00 budget for FY2019-20. It contains a very modest 1.1% increase ($4,619.00) over last year’s $408,740.00 budget. The increase stems from a 2% pay raise my state funded assistants will be receiving and my desire to do the same for my county funded assistants. We did receive this fiscal year a $10,000.00 refund from the State stemming from some payroll corrections in FY2017-18. I also expect a similar refund at the conclusion of this fiscal year as one of my attorneys went on unpaid FMLA for approximately three months.

Case filings for 2018 were as follows:

- Elbert: 227 criminal; 137 juvenile
- Franklin: 543 criminal; 120 juvenile
- Hart: 373 criminal; 92 juvenile
- Madison: 522 criminal; 164 juvenile
- Oglethorpe: 352 criminal; 62 juvenile

Based on the five year averaging formula, each county’s respective share and financial obligation is as follows:

- Elbert: 0.135% $55,804.00
- Franklin: 0.243% $100,447.00
- Hart: 0.200% $82,672.00
- Madison: 0.290% $119,875.00
- Oglethorpe: 0.132% $54,564.00

I will have the agreement to you one day next week. In that regard, please advise whether Elbert or some other county will be responsible for handling the finances.

I am of course available to discuss the budget in greater detail.

Respectfully submitted,

Harvey Wasserman

In all criminal proceedings, the accused shall enjoy the right to have the assistance of counsel for his defense.

United States Constitution, amended on 13 December 13, 1961
FACILITIES USE AGREEMENT
2019

This Agreement is made as the date below written between the Board of Commissioners of Madison County, Georgia ("County") and the Madison County Little League, Inc. ("MCLL").

1) **County.** For purposes of this agreement, the address of the County of Madison, County Board of Commissioners, 91 Albany Ave., P.O. Box 147, Danielsville, Ga. 30633, business telephone number is (706) 795-6300, and its contact person is Robin Pendleton, Recreation Department Director.

2) **MCLL.** MCLL is a non-profit corporation, whose business address is P. O. Box 827, Danielsville, Ga. 30633, whose business telephone number is (706) 338-7032, and Federal identification number is 42-1539423. Its contact person is Nicole Bridges.

3) **Facilities Use and Term.** MCLL shall have use of Sammy A. Haggard Park fields 1, 2, & 3 for games and practices in the spring and for games on fields TBD in the fall. Fields 4 & 5 may be used for practice until March 11, 2019. Both fields at Diamond Hill Park may be used for both practices and games. Fields listed above will be available to MCLL between February 20th and October 23rd unless specified. Tryouts for MCLL may be held on fields 1, 2, 3, 4 & 5, February 23rd, weather permitting.

4) **Building.** The parties acknowledge and agree that the structure known as the "Football building" is owned by County.
   a) **Use.** MCLL shall not have use of the lower portion of the building, which consists of a concession stand and storage area. The upper portion consists of a Madison County Youth Association, Inc. ("MCYA") office, of which MCYA has exclusive use; a Madison County Little League ("MCLL") office, of which MCLL shall have exclusive use; and a meeting room and press box that are shared by MCYA and MCLL, as to which those two organizations are expected to cooperate regarding their shared use.
   b) **Maintenance.**
      i) MCLL shall make all repairs rendered necessary by its negligence or that of its agents, employees or invitees.
      ii) As to minor repairs as are necessary for routine maintenance, MCLL shall be responsible for 100% of such expenses as to those areas of which it has exclusive use and 50% as to those areas of which it has shared use. In no event shall MCLL be responsible for any repairs to the roof, foundation, or exterior walls of the building, exclusive of all glass and exclusive of all exterior doors (except repairs rendered necessary by its negligence or that of its agents, employees or invitees), nor any other repairs requiring a total expenditure of more than $1000.00.
      iii) County is not hereunder required to perform any particular item(s) of maintenance or repair. Should MCLL desire an item of maintenance or repair that County is unwilling to perform, MCLL’s sole remedy is to abandon use of the building, in which event MCLL shall give written notice of such decision, and MCLL shall no longer be subject to the requirements of this paragraph 4 upon its abandonment of use.
      iv) County will be responsible for the utilities for the building and all ball field lighting and also for maintaining the restrooms, septic system and all plumbing within the building.
5) **Acceptance As is/Maintenance.** MCLL shall have no right to demand repair or maintenance, not to make any specifications regarding the condition of the fields. MCLL shall have the duty to inspect the fields prior to each use and determine their suitability for use, including but not limited to any safety concerns. If MCLL deems any field unsuitable for use, it may decline to use such field but shall have not cause of action against County, its agents, officers, elected officials, or employees to compel any repair or modification, nor for damages due to lack of availability.

6) **No Other Services.** This agreement is only of use of fields designated in item 3 above, and County has no obligation to provide services, funds, equipment, or any other material or service other than preparing fields for practice and games.

7) **Supervision.** MCLL must have a sufficient number of adults present to supervise all scheduled activities. These adults should supervise the activities commencing thirty (30) minutes prior to the first game or practice and until they depart at the conclusion of the last game or practice. A MCLL representative shall remain in the park until every participating boy or girl has left the area. A designated adult must make sure the facility is secure with lights out before departing the area.

8) **Damage to Facilities.** MCLL shall be responsible for any damage, beyond normal wear and tear, to any facility while said facility is under its possession and use. Further, any such damage shall justify County’s termination of this agreement for cause.

9) **Conduct.** MCLL shall see that all persons present on County facilities, including spectators, parents, coaches and officials, conduct themselves properly and in accord with the requirements and guidelines for behavior promulgated by Little League Baseball, Incorporated, for its participants, spectators, parents, coaches and officials, conduct themselves properly. Any unacceptable behavior, such as those listed in the Madison County Code of Conduct, will result in the offender being disciplined, according to the Code of Conduct. Any MCLL representative has the authority to enforce this Code of Conduct and must contact the Madison County Recreation Department with any such incidents. To clarify who can implement any punishment, a list of current Little League officers and members should be posted at all facilities that MCLL uses. MCLL’s refusal or repeated failure to address such inappropriate behavior shall justify County’s termination of this agreement for cause. MCLL shall distribute a copy of the County’ Code of Conduct to the parents of each child participating. MCLL may impose additional punishment for any violation spelled out in the Code of Conduct.

10) **Clean-up.** MCLL is responsible for policing up around ball fields, bleacher areas and around concession stand after each day or nights activities are concluded. MCLL is also responsible for cleaning the meeting room after each use by said group. These tasks must be attended to prior to leaving the park.

11) **Background Checks.** MCLL shall require a background check on board members, managers, coaches and any team parents.

12) **Modification of Facility.** MCLL shall not move, change or detach any part of any facility without written permission from the Recreation Department Director.

13) **Required Information.** MCLL shall provide the Recreation Department with a list of its board members and their phone numbers as soon as the board is in place. Also, MCLL will provide the Recreation
Department with a list of all managers and coaches and their phone numbers as soon as this is available.

14) **Right to Suspend Use.** Recreation Department shall have the right to prohibit use of facility in the event of inclement weather or other conditions that might result in damage to the facility. MCLL will use the bad weather guidelines approved by Recreation Department during all games and practices while using county facilities. Also, the Recreation Department reserves the right to close down fields for any necessary repairs and maintenance during preseason and postseason practices. County may prohibit or limit use for such times and in such manner as it may deem necessary, in its discretion, to accomplish necessary public purposes.

15) **Schedules.** All schedules are to be approved by the Recreation Director and/or Assistant Director before they are distributed to teams. Schedules should be presented no later than two weeks before the start of the season.

16) **Termination With Cause.** With reasonable cause, either party may terminate this Agreement effective immediately upon giving written notice of termination with cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage.

17) **Insurance to be Secured by MCLL.** MCLL agrees to maintain such insurance as will fully protect both MCLL and County from any and all liability claims or whatsoever kind in nature or the damage to property or for personal injury including death, that may arise from operations carried on under this Agreement, by MCLL, or any other person directly or indirectly engaged with MCLL. MCLL agrees to provide County with certificates evidencing the required coverage before MCLL begins use of fields hereunder.

18) **Indemnification.** MCLL indemnifies County and its Commissioners and employees against all liability, damages, loss, claim, demand and injury arising out of any damage or injury to person or property caused by or sustained in connection with the performance of this Agreement or based on the violation of any statute, ordinance, building code or regulation and shall also indemnify County against all liability and loss in connection with, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws with respect to MCLL employees engaged in the performance of this Agreement. Provided however, that this paragraph shall not apply to any of the above which arise out of the sole negligence of County or its employees or agents.

19) **Non-Waiver.** The failure of either party to exercise any of their rights under this Agreement or breach thereof shall not be deemed to be waiver of such rights or a waiver of any subsequent breach.

20) **No Authority to Bind County.** MCLL has no authority to enter into contracts of agreements on behalf of County. This Agreement does not create a partnership, joint venture or employment arrangement between parties.

21) **Notices.** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or certified mail, return receipt requested, to the party, at the
party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

22) Assignability. This Agreement may not be assigned by MCLL.

23) Choice of Law. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Georgia.

24) Entire Agreement. This is the entire Agreement of the parties and cannot be changed or modified orally.

25) Severability. If any part of this Agreement shall be unenforceable the rest of this Agreement shall nevertheless remain in full force and effect.

26) Amendments. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

BOARD OF COMMISSIONERS OF MADISON COUNTY

By: [Signature] (Seal)

John Scarborough, Chairman

Attest: [Signature] (Seal)

Rhonda Wooten, County Clerk

MADISON COUNTY LITTLE LEAGUE, INC.

By: [Signature] (Seal)

Nicole Bridges, President

Attest: [Signature] (Seal)

Tonya Routhieaux, Secretary
AGENDA ITEM # 8
6-3-19

FACILITIES USE AGREEMENT

This Agreement is made as the date below written between the Board of Commissioners of Madison County, Georgia ("County") and the Madison County Youth Association ("MCYA").

1. **County.** For purposes of this agreement, the address of the County of Madison Board of Commissioners is 91 Albany Ave., P.O. Box 147, Danielsville, Ga. 30633, its business telephone number is (706) 795-6300, and its contact person is Robin Pendleton, Recreation Department Director.

2. **MCYA.** MCYA is a non-profit corporation, whose business address is P. O. Box 163, Danielsville, Ga. 30633, whose business telephone number is (706) 224-6380 and Federal identification number is 58-2323499. Contact for MCYA is Casey Crane, President of MCYA.

3. **Facilities Use and Term.** Between July and November 2019, MCYA shall have exclusive use of the upper practice area behind field 5, the T-Ball field area, and the game field on the track. Teams are asked to rotate their practices. If needed, regular season games may be played on the inside of track with the exception of hosting opening day, where games may be also be played on the outfields of field 3 and field 4. All home games and all practices may be held at Sammy A. Haggard Park.

4. **Building.** The parties acknowledge and agree that the structure known as the "football building" is owned by County.
   a. **Use.** MCYA shall have exclusive use of the lower portion of the building, which consists of a concession stand and storage area. The upper portion consists of a Madison County Youth Association, Inc. ("MCYA") office, of which MCYA has exclusive use; a Madison County Little League ("MCLL") office, of which MCLL shall have exclusive use; and a meeting room and press box that are shared by MCYA and MCLL, as to which those two organizations are expected to cooperate regarding their shared use.

   b. **Maintenance.**
      (i) MCYA shall make all repairs rendered necessary by its negligence or that of its agents, employees or invitees. MCYA is responsible for the cleaning of the score tower and their meeting room and office.
      (ii) As to minor repairs as are necessary for routine maintenance, MCYA shall be responsible for 100% of such expenses as to those areas of which it has exclusive use and 50% as to those areas of which it has shared use. In no event shall MCYA be responsible for any repairs to the roof, foundation, or exterior walls of the building, exclusive of all glass and exclusive of all exterior doors (except repairs rendered necessary by its
negligence or that of it agents, employees or invitees), nor any other repair requiring a total expenditure of more than $1,000.00.

(iii) County is not hereunder required to perform any particular item(s) of maintenance or repair. Should MCYA desire an item of maintenance or repair the County is unwilling to perform, MCYA’s sole remedy is to abandon use of the building, in which event MCYA shall give written notice of such decision, and MCYA shall no longer be subject to the requirements of this paragraph 4 upon its abandonment of use.

(iv) County will be responsible for the utilities for the building and all ball field lighting and also for maintaining the restrooms, septic system and all plumbing within the building.

5. Acceptance As is/Maintenance. MCYA shall have no right to demand repair or maintenance, not to make any specifications regarding the condition of the fields. MCYA shall have the duty to inspect the fields prior to each use and determine their suitability for use, including but not limited to any safety concerns. If MCYA deems any field unsuitable for use, it may decline to use such field but shall not have cause of action against County, its agents, officers, elected officials, or employees to compel any repair or modification, nor for damages due to lack of availability.

6. No Other Services. This agreement is only of use of fields designated in item 3 above, and County has no obligation to provide services, funds, equipment, or any other material or service other than preparing fields for practices and games.

7. Supervision. MCYA must have a sufficient number of adults present to supervise all scheduled activities. These adults should supervise the activities commencing thirty (30) minutes prior to the first game or practice and until they depart at the conclusion of the last game or practice. An MCYA representative shall remain in the park until every participating boy or girl has left the area. A designated adult must make sure the facility is secure with lights out and security alarm being set before departing the area.

8. Damage to Facilities. MCYA shall be responsible for any damage, beyond normal wear and tear, to any facility while said facility is under its possession and use. If other damage occurs while other groups are using the park and damage occurs to football building, that group will be responsible for damages. If cause of damage to football building cannot be determined, the recreation department will take care of the repairs. Any damage sustained by natural causes will also be handled by the recreation department.

9. Conduct. MCYA shall see that all persons present on County facilities, including spectators, parents, coaches and officials, conduct themselves properly. Any unacceptable behavior, such as those listed in the Madison County Code of Conduct, will result in the offender being disciplined, according to the Code of
Conduct. Any MCYA representative has the authority to enforce this Code of Conduct and must contact the Madison County Recreation Department with any such incidents. To clarify who can implement any punishment, a list of current Board officers and members should be posted at all facilities that MCYA uses. MCYA’s refusal or repeated failure to address such inappropriate behavior shall justify County’s termination of this agreement for cause. MCYA shall distribute a copy of the County Code of Conduct to the parents of each child participating. MCYA may impose additional punishment for any violation spelled out in the Code of Conduct.

10. **Clean-up.** MCYA is responsible for cleaning up around ball fields, bleacher areas and around concession stand after each day’s or night’s activities are concluded. This task must be attended to prior to leaving the park. MCYA will also be responsible for making sure that the meeting room in the football building is left clean after each use by said group. The parking lot and restrooms will be taken care of by the recreation department.

11. **Background Checks.** MCYA shall require a background check from each board member, head coach, assistant coaches and any team parents before the beginning of the season.

12. **Modification of Facility.** MCYA shall not move, change or detach any part of any facility without written permission from the Recreation Department Director.

13. **Required Information.** MCYA shall provide the Recreation Department with a list of its board members and their phone numbers as soon as the board is in place. Also, MCYA shall provide the Recreation Department with a list of all head coaches, and their phone numbers as soon as this is available.

14. **Right to Suspend Use.** Recreation Department shall have the right to prohibit use of facility in the event of inclement weather or other conditions that might result in damage to the facility. MCYA will adhere to the bad weather guidelines approved by the Recreation Department during all games and practices while using county facilities. Also, the Recreation Department reserves the right to close down fields for any necessary repairs and maintenance during preseason and post season practices. County may prohibit or limit use for such times and in such manner as it may deem necessary, in its discretion, to accomplish necessary public purposes.

15. **Schedules.** All schedules are to be approved by the Recreation Director before they are distributed to teams.

16. **Termination With Cause.** With reasonable cause, either party may terminate this Agreement effective immediately upon giving written notice of termination with cause. Reasonable cause shall include material violation of this Agreement
or any act exposing the other party to liability to others for personal injury or property damage.

17. **Insurance to be Secured by MCYA.** MCYA agrees to maintain such insurance as will fully protect both MCYA and County from any and all liability claims or whatsoever kind in nature or the damage to property or for personal injury including death, that may arise from operations carried on under this Agreement, by MCYA, or any other person directly or indirectly engaged with MCYA. MCYA agrees to provide County with certificates evidencing the required coverage before MCYA begins use of field hereunder.

18. **Indemnification.** MCYA indemnifies County and its Commissioners and employees against all liability, damages, loss, claim, demand and injury arising out of any damage or injury to person or property caused by or sustained in connection with the performance of this Agreement or based on the violation of any statute, ordinance, building code or regulation and shall also indemnify County against all liability and loss in connection with, and shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws with respect to MCYA employees engaged in the performance of this Agreement. Provided, however, that this paragraph shall not apply to any of the above which arise outside of the sole negligence of County or its employees or agents.

19. **Non-Waiver.** The failure of either party to exercise any of their rights under this Agreement or breach thereof shall not be deemed to be waiver of such rights or a waiver of any subsequent breach.

20. **No Authority to Bind County.** MCYA has no authority to enter into contracts of agreements on behalf of County. This Agreement does not create a partnership, joint venture or employment arrangement between parties.

21. **Notices.** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or certified mail, return receipt requested, to the party, at the party’s address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

22. **Assignability.** This Agreement may not be assigned by MCYA.

23. **Choice of Law.** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Georgia.

24. **Entire Agreement.** This is the entire Agreement of the parties and cannot be changed or modified orally.
25. **Severability.** If any part of this Agreement shall be unenforceable the rest of this Agreement shall nevertheless remain in full force and effect.

26. **Amendments.** This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

---

**BOARD OF COMMISSIONERS OF MADISON COUNTY**

By:  
John Scarborough, Chairman  
(Seal)

Attest:  
Rhonda Wooten, County Clerk  
(Seal)

**MADISON COUNTY YOUTH ASSOCIATION, INC.**

By:  
Casey Crane, President  
(Seal)

Attest:  
, Athletic Director  
(Seal)