MANAGEMENT & FACILITY OPERATIONS POLICY GENERAL INFORMATION¹

PART 1—MANAGEMENT POLICIES

A. County Administrator and Facility Manager

- 1. The Facility Director serving under the County Administrator shall serve as the chief administrative official for the Turner Agri-Civic Center and the operations and activities at the Facilities.
- 2. The County Administrator shall have the supervision and control over the Facility Director, who shall be responsible for the daily activities and employees at the Facilities.
- 3. It is the intent of this manual to provide policies for administration and management of the affairs of the facilities in a manner consistent with the administration and management of the affairs of county government. The relationship of the County Administrator to the Facility Director shall be consistent with the relationship of the County department heads and office directors to the County Administrator.

B. Purchasing, Personnel, Financial Transactions and Legal Affairs

Procurement of goods and services shall be performed in accordance with DeSoto County purchasing ordinances, policies and procedures.

- 1. Recruitment, selection, promotion, supervision and other personnel transactions shall be performed in accordance with DeSoto County Human Resources policies and procedures.
- 2. All accounting and financial transactions shall be undertaken and maintained in compliance with the applicable policies and procedures of the County Finance Department policies and procedures.
- 3. Legal services for the Facilities shall be provided by or under the supervision of the County Attorney.

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¹ As amended on September 18, 2015, and September 24, 2024

PART 2—FACILITY OPERATION POLICIES

The policies pertaining to the use of any of the facilities contained in this section are in addition to policies outlined in the contract documents between the Licensee and County.

A. County Administrator and Facility Director

- 1. Use Contracts The County Administrator and Facility Director are authorized to enter into contracts for the use of Facilities which are consistent with policies adopted by DeSoto County, including approved agreements, general conditions and facilities use regulations.
- 2. Reasonable Accommodations The County Administrator and Facility Director are authorized to provide reasonable accommodation to cause events to be successful and reflect favorably on the management and operation of the facilities. It is the intent that this provision be interpreted broadly to afford the Administrator reasonable latitude in responding to unforeseen circumstances.
- 3. Claims and Disputes The County Administrator is authorized to settle claims and disputes arising out of the performance of the agreements associated with these policies when, in the County Administrator's reasonable discretion, a good faith claim is made regarding the adjusted balance due or amount paid pursuant to such agreement for the use of the space, services and products of the Facilities. Any such settlement must be based upon the County Administrator's determination that an adjustment is fair due to a misunderstanding or because the Licensee, in good faith, believes that the Facilities failed to adequately perform its obligations under an agreement. The County Administrator's determination on such claims and disputes shall be final.
- 4. Delegation With the exception of the paragraph above, the County Administrator may delegate the authority provided herein to the Facility Manager or qualified staff.

B. **Booking Policies**

1. Special Consideration – It is the responsibility of staff to operate the Facilities in a sound business manner in an effort to maximize both the economic and community benefit and to provide financial stability of the facilities. The County Administrator, or designee, may promote, solicit, develop, and make reservations for any activity deemed appropriate to the objectives of the Facilities.

- 2. Booking Policy Licensee has not secured the facility until a signed contract has been received along with any required deposits. Tentative Dates will be held for 14 days, during which time the prospective user must complete an application form. Should another applicant request the same date, the original applicant will be given 24 hours to exercise first right of refusal and submit a contract and deposits.
- 3. Competing Events At the Licensee's request, or when the County Administrator, or designee, determines it is in the best interest of the Facilities, scheduled activities determined to be competing for specialized and specific local markets (boat shows, etc.) may be denied use for a similar event for a period of up to 60 days prior to, and after, a contracted event.
- 4. Events may be contracted no earlier than the time frames set forth below:

Conventions, public and private trade shows -24 months in advance Concerts, Sporting events, multiple day events -24 months in advance Non-public events -18 months in advance

County-sponsored events with over \$10,000.00 in County expenditures shall be presented to the Board of County Commissioners for approval or disapproval. Such presentation to the Board shall include a proposed budget for the event showing the estimated revenues and expenses.

C. Waiver of Fee(s); Limitations

- 1. Official County Use. No charge shall be applied to rental of space, equipment, and utility charges for meetings Monday through Thursday, pending availability, for the conduct of official business for the Board of County Commissioners of DeSoto County, including its departments and offices, which cannot, due to logistics and size, be accommodated in other County facilities. Twenty (20) percent of base room rent may be charged to offset labor costs for set-up and tear down of rooms used, as well as administrative costs. Otherwise, Licensee is responsible for set up and clean up. All Licensees are responsible to remove trash and clean-up messes. A Completed Use Application shall be required. Paid rentals have priority and may displace government use with at least a two-month notice.
- 2. Other Governmental Agency and 4H Use. Other governmental and 4H may use the facilities Monday Thursday for events that benefit the community, subject to the same conditions and responsibilities as set forth in Paragraph (C)(1) above.
- 3. School Board Use. The Desoto County School Board may schedule Graduation and Junior-Senior Prom without charge by giving a 12- 24 month notice to the Turner Center Director.

- 4. Farm City Week. Farm City Week is held annually, from Wednesday to Wednesday, the week before Thanksgiving. Rental fees for the Turner Center Turner Arena or barns will be waived during Farm City Week subject to the below conditions and limitations:
 - a) Only Licensees (individuals or entities) that have a registered business or agricultural operation within the jurisdictional boundaries of DeSoto County, including the City of Arcadia are eligible for the fee waiver;
 - b) A Completed Use Application shall be required;
 - c) Insurance(s) shall be required in the amounts and form as required by Center Management;
 - d) The Licensee's event/use must be directly related to, or showcase, what is generally accepted as an agricultural activity;
 - e) The proposed event must be open to the public, and the Licensee shall not be permitted to charge members of the public for attending the event, nor can the Licensee charge a parking fee;
 - f) Based upon availability, the Turner Center may provide tables, sound system, a stage and chairs (indoor use only), the Licensee remains responsible for set up and clean up—to include all trash placed in roll-off or dumpsters, and all animal waste shall be removed by the Licensee at its sole expense;
 - g) All other rentals, including but not limited to, RV rentals, tablecloths, and artificial plants shall be at the standard rate as set forth in adopted fee scheduled or as otherwise dictated by Center Management;
 - h) The Turner Center reserves the right to sell food through concession stand(s) or otherwise:
 - i) The Turner Center is under no obligation to assist in organizing or implementing the proposed event;
 - j) Neither the Turner Center nor DeSoto County Government shall provide financial support for the proposed event;
 - k) The Turner Center reserves right to charge cleaning fee; and
 - 1) Use of barns shall not include use of the Exhibit Hall.

D. Deposit Policies

- 1. Damage Deposits A damage deposit is required with all signed agreements. Center Management will determine an appropriate deposit commensurate with space contracted, services and equipment requested, and event type. Damage deposits for all arena events shall be a minimum of \$500.
- 2. Deposit Payments Made in the form of cash, credit card, certified check or money order.
- 3. Notification If the Balance of Charges is not paid when due, all prior payments may be forfeited and Center Management may advise the public and the media that the

event will not take place as scheduled.

4. The Center Management has flexibility to waive deposits for users with long-standing history and positive usage.

E. Refund Policies

- 1. No refund of payments or actual costs incurred in preparation for an event will be issued if an event is cancelled by the Licensee or the agreement is breached. Any excess deposits will be refunded after all costs have been paid.
- 2. Deposits are refundable after final settlement with Center Management, provided facility is returned in the same condition as accepted. Licensee shall be responsible for actual damages to the facility.
- 3. If cancellation is made less than 30 days before an event, the deposit may not be refunded.

F. Established Accounts

The County Administrator, or designee, at his/her discretion, may allow flexibility in the payment schedule for established accounts. Established accounts refer to organizations that have had several events with the Facilities and maintained a satisfactory payment history.

G. Event Location Changes

The County Administrator, or designee, at his/her discretion, may allow changes in the space used, known as upgrades or downgrades, depending upon availability of space and time for Center Management to make such changes. Payments will be increased based upon space to be used. All previously paid payments will be applied toward the revised payment amount. No refunds of payment will be made.

H. Denial of Use

- 1. The County Administrator, or designee, is authorized to decline to approve any application on the basis of credit references, financial ability, community standards or prior experience.
- 2. Facilities The County Administrator, or designee, may promote, solicit, develop, and make reservations for any activity deemed appropriate to the objectives of the Facilities Booking Policy—Licensee has not secured the facility until a signed contract has been received along with any required deposits. Tentative Dates will be held for 14 days, during which time the prospective user must complete Use Application form. Should another applicant request the same date, the original applicant will be given 24 hours to exercise first right of refusal, and submit a contract and deposits.