

**COOPERATIVE AGREEMENT FOR PARK, RECREATION, AND
CULTURAL PURPOSES**

THIS AGREEMENT, made this 18th day of September, 1991, by and between the MUHLENBURG SCHOOL DISTRICT, Berks County, Pennsylvania, hereafter referred to as District, and MUHLENBURG TOWNSHIP, Berks County, Pennsylvania, hereafter referred to as Township.

WITNESSETH:

WHEREAS, it is believed by all parties hereto that the citizens of the Muhlenberg area will be benefited by a Park and Recreation Program administered by the Township, which recreation program shall comply with all applicable laws; and

WHEREAS, the purpose of this Agreement is to provide community recreation services and facilities through joint efforts of the Township and District in order to prevent waste through duplicated efforts; and

WHEREAS, the District and Township mutually desire to mobilize all community resources to effectively and economically meet the present and future recreation needs of their citizens; and

WHEREAS, all parties are legally authorized to enter into such an agreement:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants herein contained, do jointly and severally, for themselves and each of their successors and assigns, covenant and agree that the following terms and conditions shall govern the operation of the Park and Recreation Program.

I. ADMINISTRATION

- a. The Park and Recreation Program shall be administered solely by the Muhlenberg Township Commissioners under advisement of the Muhlenberg Township Parks & Recreation Board.
- b. The Parks & Recreation Board shall be composed of seven (7) persons, all of whom shall serve without pay, and shall be appointed as follows: Five

(5) members shall be appointees of the Township and two (2) members shall be appointees of the District. All of said members shall be appointed for terms of five (5) years, such that no more than two terms shall expire in any one given year. Vacancies in such Board occurring otherwise than by expiration of term shall be filled for the unexpired term in the same manner as original appointments.

- c. The Administrative Officer of the Parks & Recreation Board shall be the Directors of Parks & Recreation of the Township, who shall serve as the Executive Officer.

II. PERSONNEL

- a. Supervision of public recreation programs and activities in or on school grounds and facilities shall be the responsibility of the Township.
- b. The full time certified professional and other employees necessary to conduct the Park and Recreation Program shall be employed by the Township on the recommendation and approval of the Parks & Recreation Board, and shall be paid in accordance with the established Township salary/wage policies.
- c. It shall be the responsibility of the Director of Parks & Recreation to assign, direct, and supervise employees duly elected or employed either by the Township or District for the Park and Recreation Program.

III. FINANCIAL

- a. The payment of all costs/expenses for operation of the Park & Recreation Program wages and benefits shall be the responsibility of the Township.
- b. The Township shall not pay rental/use fees for use of the District facilities except that it shall reimburse the District for costs and expenses incurred for custodial and other services, when such services are required for Park and Recreation programs conducted by the Township and are beyond or in addition to those normally and ordinarily required or paid for the operation of the School District's own programs.
- c. The District shall not pay rental/use fees for the use of the Township facilities except that it shall reimburse the Township for costs and

expenses incurred for custodial and other services, when such services are required for District programs and are beyond or in addition to those normally and ordinarily required or paid for the operation of the Township's own programs.

IV. FACILITIES

- a. Property, equipment, and buildings of the District shall be available for use by the Parks & Recreation Board when there is no conflict with the regular school activities, with construction and/or maintenance, and following the approval of the Superintendent of Schools in accordance with District policy.
- b. Property, equipment, and buildings of the Township shall be made available for use by District when there is no conflict with other Township uses following approval of the Director of Parks & Recreation in accordance with Township policy.
- c. The maintenance and repair of school facilities shall be assumed by the District except when damage to the facilities is a direct result of the Park and Recreation Program in which event the repair of such damage shall be paid by the Township.
- d. The maintenance and repair of Township facilities which are used exclusively for Park and Recreation purposes shall be assumed by the Township except when damage to the facilities is a direct result of the District program in which event the repair of such damage shall be paid by the District.
- e. The parties hereto endorse the cooperative concept for the development of recreation facilities and agree to work toward that goal so as to use this concept for mutual advantage.
- f. Notwithstanding anything to the contrary contained herein, the Township and the District agree to obtain appropriate liability insurance to cover their respective interests. A certificate of insurance coverage shall be delivered to each party. In addition, the Township further agrees to indemnify and hold harmless the District from any claims, suits, damages,

costs or losses (including counsel fees) that may arise as a result of the use of any of the facilities or equipment of the District by the Township.

V. TERMS OF AGREEMENT

- a. This amended Agreement shall become effective _____ and shall continue in full force and effect until _____ and shall be automatically renewable from year to year thereafter, unless cancelled by either party giving notice in writing to the other party, not later than six (6) months before the end of the year prior to that in which it is proposed to terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals, the day and year first above written, pursuant to Resolutions duly adopted authorizing the execution of this Agreement.

Attest: Muhlenberg Township Board of Commissioners:

_____ BY _____

Attest: Muhlenberg School District:

_____ BY _____