SAMPLE COOPERATIVE AGREEMENT

AN AGREEMENT BETWEEN MOON TOWNSHIP, CRESCENT TOWNSHIP AND MOON AREA SCHOOL DISTRICT FOR THE JOINT OPERATION OF A PARK & RECREATION PROGRAM

This AGREEMENT made this _____ day of _____ between the TOWNSHIP OF MOON, the TOWNSHIP OF CRESCENT and the MOON AREA SCHOOL DISTRICT, all being municipal corporations, situated in the County of Allegheny, Pennsylvania.

WITNESSETH:

WHEREAS, it is believed by all parties hereto that the citizens of their respective municipalities will be benefited by a recreation and park program jointly administered by the Township of Moon, Township of Crescent and the Moon Area School District, which recreation program shall comply with all applicable laws; and

WHEREAS, the purpose of this Agreement is to provide adequately supervised community recreation services and facilities in all areas of the agreeing municipalities and District through joint efforts of the government bodies rather than by separate efforts of each body, and to prevent duplication of effort and waste finances; and in order to promote and conduct a program of community recreation successfully, the District and municipalities mutually desire to mobilize all community resources to effectively and economically meet the present and future needs of their citizens; and

WHEREAS, the parties hereto have determined that a recreation and park program can best be administered by a Recreation and Park Board, as hereinafter provided, and with the cooperation of the Townships' Supervisors and the School Board of Directors; and

WHEREAS, all parties are legally authorized to enter into such an agreement for the joint administration of a recreation and park program and joint use of facilities for their respective municipalities:

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 recreation and park program and development and operation of facilities.

1. ADMINISTRATION:

a. This Agreement and the provisions herein, and any supplemental written agreement approved by all parties of the participating municipalities, through a recreation and park board, shall govern the administration of the recreation program.

b. The Administrative Officer of the Recreation and Park Board shall be the Director of Parks and Recreation, who shall serve as the Executive Officer of the Recreation and Park Board.

c. The Recreation and Park Board shall consist of _____ members, all of whom shall serve without pay, appointed as follows: _____ of said members shall be appointed by the Township of Moon; _____ of the members shall be appointed by the Township of Crescent; _____ of the members shall be appointed by the Moon Area School District; and the remaining member(s) shall be appointed at large by the agreement of all participating municipalities, but shall not be a member of any. All of said members shall be appointed for such terms as shall, from time to time, comply with existing laws, with the original appointments to be on a staggered basis so that the term of at least one member shall expire annually. If any representative of a governing body of such a board shall cease to be a member of said governing body for any reason prior to the expiration of his or her term of the Recreation and Park Board, their membership on the Recreation and Park Board shall automatically terminate at such time, and the vacancy on the Recreation and Park Board so caused shall be filled by the proper governing body by appointment for the balance of the term.

2. ADMINISTRATIVE POLICIES:

a. The recreation and park program conducted under this Agreement shall be administered by the Recreation and Park Board through its administrative officers.

b. The Office of Administration shall be in such location as is established from time to time by the Recreation and Park Board.

c. The Recreation and Park Board shall be responsible for the appointment of all park and recreation employees, for furnishing appropriate reports and preparing an annual budget, and for doing all other things necessary to carry out its purposes, all of which shall be in accordance with the laws of the Commonwealth of Pennsylvania.

3. PERSONNEL:

a. The Recreation and Park Board shall appoint a Director of Parks and Recreation who shall serve as the Executive Officer of the Board and who shall coordinate the development and supervision of recreational and park activities.

b. All other full-time and part-time personnel necessary to operate the recreation and park program shall be employed by the Recreation and Park Board on the recommendation of the Director of Parks and Recreation.

c. It shall be the responsibility of the Director of Parks and Recreation to assign, direct and supervise employees duly employed by the Recreation and Park Board.

4. FINANCIAL:

a. The Recreation and Park Board shall during the month of _____ of each and every year propose an annual operating budget governing expenditures for salaries, materials and supplies, and all other matters connected with operation of the recreation and park program to the Townships and School District. Additionally, it shall propose a capital program or revision to the long-term budget governing expenditures for capital improvements. Such budgets shall not be binding upon the parties hereto until approved by the governing boards of the parties hereto and incorporated in the official budgets of said parties.

b. The Township of Moon, the Township of Crescent and the Moon Area School District each agree that they will annually appropriate and budget a sum of money which, in their joint opinion, shall be adequate for operating and maintaining the recreation and park program. In determining the specific amounts or percentages of contributions to be appropriated by each party, the following provisions will be considered:

1. The cost of the salary and approved employee benefits of the Director of Parks and Recreation and all other full-time employees shall be shared equally between the Township of Moon and the Township of Crescent and the Moon Area School District.

2. Capital expenditures for the development of facilities, whether on school district or municipal property, which can meet a recreation and park need should be jointly planned and financed whenever feasible.

3. The Recreation and Park Board shall reimburse the School District, the Township of Moon and the Township of Crescent for costs and expenses incurred for custodial and other services, when such services are required for recreation and park programs conducted by the Recreation and Park Board and such services are beyond or in addition to those normally and ordinarily required for the operation of the School District, or the Townships.

c. The Township of Moon, the Township of Crescent and the Moon Area School District each agree that they will for the year ____ appropriate and set up in their budget a sum of money which shall be based on either assessed valuation or population of the respective municipalities. Such original sums appropriated shall be as follows:

Township of Moon _____

Township of Crescent _____

Moon Area School District _____

The _____ agrees that it will serve as the managing agency providing stenographic, clerical, purchasing, payroll and accounting services. These services shall constitute a portion of _____ appropriation of the recreation and park budget. _____ shall be known as the operating and fiscal agency of the program and shall serve under the rules and regulations of the Recreation and Park Board.

d. All funds appropriated to the Recreation and Park Board shall be received and disbursed by the Treasurer of such Board, through the use of a special account, in accordance with the requirements of the law.

5. FACILITIES:

a. Property, equipment and buildings of the Moon Area School District shall be available for the use of the Recreation and Park Board when there is no conflict with regular school activities.

b. Property, equipment and buildings of the other participating municipalities shall be available for the use of the Recreation and Park Board when there is no conflict with the uses of such municipalities.

c. The Recreation and Park Board shall pay from funds available to it, all custodial or other services (beyond the normal period of service) required for recreation programs conducted by the Board.

d. The rate of pay for custodial or other services shall be determined by mutual agreement between the Recreation and Park Board and the particular municipalities involved, as shall other matters relating to the use of any property, equipment and buildings of any individual municipality.

e. The maintenance and repair of school facilities shall be assumed by the Moon Area School District, except when damage to the facilities is unusual and a direct result of the recreation and park program.

f. The maintenance and repair of the Townships' facilities which are used exclusively for joint recreation and park purposes shall be assumed by the Recreation and Park Board.

g. The maintenance and repair of the Townships' other facilities shall be assumed by the Townships, except when damage to the facilities is unusual and a direct result of the recreation and park program.

h. The parties hereto endorse the school-park concept for the development of new facilities and agree to cooperate toward that goal so as to use this concept for mutual advantage.

i. The joint planning, financing, operation and maintenance of municipal and school district facilities will be encouraged for recreation and park purposes in order to capitalize on existing resources and avoid wasteful duplication of facilities and services.

6. TERMS OF AGREEMENT:

a. This 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 any party giving notice in wit to the others, 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 written, pursuant to resolutions duly adopted authorizing the execution of this Agreement.

ATTEST:

_____
Secretary

TOWNSHIP OF MOON
Board of Supervisors

By: _____
Chairman

ATTEST:

_____
Secretary

TOWNSHIP OF CRESCENT
Board of Supervisors

By: _____
Chairman

ATTEST:

_____
Secretary

MOON AREA SCHOOL DISTRICT

By: _____