

MEMORANDUM OF AGREEMENT

This Agreement made this day of March

1976, by and

between Auburn Township, Bainbridge Township and the Board of Education of Kenston School District (hereinafter referred to as parties), Witnesseth:

Whereas, the parties desire to join together to establish a joint recreation board to operate and maintain playgrounds, playfields, gymnasiums, any other recreational activities; to acquire recreation facilities and to plan and carry out recreation programs and activities for persons residing in the Townships of Auburn and Bainbridge.

Whereas, the parties have reached an understanding with respect to the joint recreation board, its duties and responsibilities, and now desire to reduce the same to writing: Now, therefore, in consideration of the mutual understanding and premises of the parties, they hereby mutually agree as follows:

1. APPOINTMENT:

2. NAME:

and

Such Board shall consist of nine persons, three of whom shall be appointed from Auburn Township, three of whom shall be appointed from Bainbridge Township, and three of whom shall be appointed by the Kenston Board of Education. All members of the Board shall be residents of Auburn or Bainbridge Townships and shall serve for terms of three years, except that the members first appointed shall be appointed for such terms that the term of one member shall expire annually thereafter; thus Auburn Township, Bainbridge Township and the Kenston School Board shall each appoint one member to serve one year, one member to serve two years and one member to serve three years. such Board shall serve without pay. Vacancies in the Board, occurring otherwise than by expiration of term, shall be for the unexpired term and shall be filled in the same manner as original appointments.

Members of

The name of the joint recreation board shall be

the Auburn-Bainbridge Joint Recreation Board.

3. DUTIES:

The joint recreation board shall operate in accordance with Sections 755.12 to 755.18, Ohio Revised Code. The joint recreation board has the authority and may operate and maintain only those playgrounds, playfields, and other indoor and outdoor recreational facilities specifically under its jurisdiction by virtue of ownership, or agreement with Auburn Township, Bainbridge Township, and/or Kenston Board of Education, or upon agreement with any other party. The joint recreation board shall have the authority to acquire additional recreational facilities in its own name.

4. ANNUAL BUDGET: The joint recreation board shall annually, by November 15th of each year, prepare and submit a budget for the following year to the trustees of Auburn Township and Bainbridge Township and to The Kenston Board of Education for their review. The joint recreation board shall not incur any expenses during the ensuing year not covered by said budget unless the funds are or become available in the account of the joint recreation board. The joint recreation board must comply with the rules and regulations of the State of Ohio pertaining to fiscal management of townships and schools and

shall not be permitted to engage in any deficit spending.

5.

6.

OPERATING EXPENSES: The operation of the joint recreation board shall be financed by private and public contributions only.

CAPITAL EXPENSES:

In the event the joint recreation board acquires land in its own name, and the joint recreation board is dissolved for any reason, the assets of said board shall be disposed of by mutual consent of the township trustees of Auburn Township and Bainbridge Township and the Kenston Board of Education. All capital investments and improvements made upon land owned by the

7.

Kenston Board of Education or the Township Trustees of Auburn or Bainbridge Townships are to be made subject to the approval of the respective parties and title to same shall be held by the said approving party. The title to all land acquired by the joint recreation board shall be held in the name of the joint recreation board.

BANK ACCOUNT: The joint recreation board shall establish an account for and on behalf of the joint recreation board. All receipts are to be deposited to that account and all operating and capital expenditures are to be paid from said account. The joint recreation board shall make annual reports to the trustees of Auburn Township, Bainbridge Township and the Kenston Board of Education at the time of submission of the budget, itemizing receipts and expenditures made on behalf of the joint recreation board. Financial records shall be maintained and accounts prepared in accordance with generally accepted accounting principles and the records shall be made available, upon request, for audit as required by law.

8. **AMENDMENT:**

9. **STATE:**

The parties may, by joint or by separate concurring

resolutions, amend this agreement to enlarge or restrict the duties and responsibilities of the joint recreation board or to restructure or abolish the board in conformity with the laws in effect at the time of the resolution.

The joint recreation board shall have authority to employ recreational directors, play leaders, maintenance and clerical help and other employees on a full or part time basis, their salary or wage to be determined by the joint recreation board, and to be included in the operating budget of the joint recreation board.

10. **RULES:**

11.

The joint recreation board shall make such rules and regulations as are necessary for its

government and **the** government **of all** recreational **facilities** over **which** it has jurisdiction as specified in Paragraph 3. The **joint recreation board** shall have power to establish and charge reasonable fees **for the** use **of any of** the recreational **facilities** that it has **the responsibility** **for operating** and **maintaining**. **The joint recreation board shall have the right to** charge non-residents a higher fee **than** residents.

CHANGES IN PARTIES: This agreement shall **continue indefinitely**

but either **of the** parties **may** withdraw therefrom **by giving the** other **parties** written notice at least 350 days prior to the end **of the** **calendar** year. **In the event that the joint recreation board is dissolved** for **any** reason, any and **all** assets **of such joint recreation board shall**, before **dissolutio** be disposed **of by** mutual **consent by the** township trustees **of Auburn and Bainbridge Townships** and the Kenston Board **of** Education.

12. AUTHORIZATION: **The** trustees **of Auburn Township and the** trustees **of Bainbridge Township and the** Kenston Board **of** Education, before **the execution of this** agreement, **shall** each **adopt** a proper resolution **authorizing** the Trustees and **the Board of Education** to **sign** and execute **this Agreement for** and on **be- half** of Bainbridge Township, Auburn Township, and **the** Kenston **School** Board.

IN WITNESS WHEREOF, Auburn Township, **Bainbridge** Township and **the Board of Education of Kenston School** District have set **their hands** by **their duly** authorized representatives **the** day and year first above written.

AUBURN TOWNSHIP TRUSTEES

By

I

May

By

By

quest

BAINBRIDGE TOWNSHIP TRUSTEES

Q.G. La Fone 3/15/20

By

By

R.K. Schlotynd 3/15/16

By Eleanor L. Mathias 3/15/260

By

BY

KENSTON BOARD OF EDUCATION

M

Frank

By
By