

This Community Recreation Agreement (the "Agreement") is made this First (1st) day of April, 2025 by and among the following Parties:

1. **Fowlerville Community Schools**, a Michigan general powers school district, whose address is 7677 W. Sharpe Road, Suite A, Fowlerville, Michigan 48836;
2. **Village of Fowlerville**, a Michigan municipal corporation, whose address is 213 S. Grand Avenue, Fowlerville, Michigan 48836;
3. **Township of Iosco**, a Michigan municipal corporation, whose address is 2050 Bradley Road, Webberville, Michigan 48892;
4. **Township of Cohoctah**, a Michigan municipal corporation, whose address is 10518 Antcliff Road, Fowlerville, Michigan 48836;
5. **Township of Conway**, a Michigan municipal corporation, whose address is 8015 N. Fowlerville Road, Fowlerville, Michigan 48836;
6. **Township of Handy**, a Michigan municipal corporation, whose address is 135 N. Grand Avenue, Fowlerville, Michigan 48836.

(Individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS:

- Section 11a of the Revised School Code, MCL 380.1 la, permits Fowlerville Community Schools (the "School District") to enter into agreements, contracts, or cooperative arrangements with public entities for the operation of recreation programs; and
- The Parties desire to jointly operate a Community Recreation Program serving the greater areas of the School District, the Village of Fowlerville, and Iosco, Cohoctah, Conway, and Handy Townships.
- The Townships desire to enter an Agreement to partially defray the costs of the registration fees for participants in the Community Recreation Program that reside within the Townships participating in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services to be Performed by the School District.

The Community Recreation Program shall provide recreational programs and activities to the greater areas of the School District, the Village of Fowlerville, and Iosco, Cohoctah, Conway, and Handy Townships. The School District's Board of Education (the "Board of Education") shall serve as the administrative decision-making authority for the Community Recreation Program.

2. Duties and Responsibilities

a. The Board of Education shall be responsible for the administration and governance of the Community Recreation Program, including, but not limited to the following functions:

1. The Board of Education **shall** hire a full-time Recreation Director. Additional support staff **may** be hired for the administration of the Community Recreation Program at The Board of Education's discretion.

2. The Board of Education may hire, or contract for, temporary or part-time employees such as referees, umpires, field workers, custodians, and program aides on a seasonal basis when necessary.

3. The Board of Education may retain additional paid employees for the purposes of this Agreement. All costs associated with the employment of persons hired to administer or perform under this Agreement shall be included in the cost of the Community Recreation Program.

b. The Board of Education shall approve all activities in the Community Recreation Program.

c. The Board of Education will establish and monitor policies, rules, and regulations to ensure the safety and well-being of program participants.

d. The Board of Education shall establish a process to resolve grievances, complaints, and other concerns, providing reports to participating government units upon request.

e. The Board of Education will prepare a budget for each fiscal year based upon projected expenses and revenues. For the purpose of this Agreement, the fiscal year will run from July 1 through June 30. A proposed budget reflecting the projected expenditures and revenues of the Community Recreation Program and a report of proposed fees for the next fiscal year, beginning July 1, will be sent to each participating government unit in this Agreement by January 31. A member of each participating government unit must be given notice and an opportunity to attend and participate in the annual January budget meeting. The Board of Education shall provide written notice fourteen (14) days in advance of the meeting to each participating government unit. The Board of Education shall not be permitted to adopt the annual budget unless such notice is provided.

3. Fiscal Agent Responsibilities

- a.** The Board of Education shall serve as the fiscal agent for the Community Recreation Program and shall employ all necessary staff. All employees hired by the Board of Education will be considered its employees, not the employees of any other Party.
- b.** The Board of Education will secure liability insurance for the employees, and volunteers, and provide certificates of insurance naming each participating government unit as an additional insured, upon request.
- c.** The Board of Education will conduct all necessary financial transactions for the program, including purchasing, payroll, and other financial activities.
- d.** The Board of Education shall maintain separate accounts for all program-related transactions and will allow participating government units to review the books upon reasonable request.
- e.** The Board of Education will provide an annual financial report to participating government units showing actual and projected revenues and expenses.

4. Payment and Fees

- a.** Registration fees will be charged to participants to help cover program costs. Residents of participating government units will receive a discount off the Registration fee as determined by the Board of Education. Residents of non-participating government units will be charged the full registration fee. It shall be the responsibility of the Board of Education to determine whether a participant is entitled to a discount based on residency.
- b.** Each participating government unit will voluntarily pay an annual flat fee, that must be approved by the participating government unit's Board of Trustees. This contribution shall be used to defray the costs of registration fees associated with the Community Recreation Program, for residents of the participating government units. The fee contributed by each participating government unit shall be determined by each participating government unit's Board of Trustees.

The flat fee shall be invoiced annually to each Party after July 1, and payment shall be due thirty (30) days from the date of the invoice.

If a participating government unit fails to approve the annual flat fee or fails to render timely payment, its residents shall be charged the full registration undiscounted rate.

- c. Pursuant to this Agreement, each government unit shall pay the Fowlerville Community Schools as follows:

Village of Fowlerville:

Township of Iosco:

Township of Cohoctah:

Township of Conway:

Township of Handy:

5. Term

This Agreement shall begin on the date above and expire on April 30, 2026. This Agreement can be renewed for successive one-year periods (May 1 – April 30). For each successive term, a Party must notify all other Parties by April 1 of the preceding year if it intends to renew. A Party may withdraw from the agreement at any time by providing 60 days' written notice to all other Parties.

6. Additional Parties

Additional parties may be added to the Agreement upon approval of all Parties. subject to the same terms and conditions.

7. Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes any prior agreements. Any amendments to this Agreement must be made in writing and signed by all Parties.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

4

9. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Community Recreation Agreement to be executed on the date and year first above written.

Fowlerville Community Schools

By: _____
Date: _____

Village of Fowlerville

By: _____
Date: _____

Township of Iosco

By: _____
Date: _____

Township of Cohoctah

By: _____
Date: _____

Township of Conway

By: _____
Date: _____

Township of Handy

By: _____
Date: _____