

Partnership Agreement

This Partnership Agreement is made and entered into this _____ day of January, 2021, by and between the STARK COUNTY PARK DISTRICT, an Ohio political subdivision, of 5300 Tyner Street NW, Canton, Ohio 44708, hereinafter called “Stark Parks”, and the FRIENDS OF STARK PARKS, an Ohio corporation not for profit and qualified under Section 501(c)(3) of the Internal Revenue Code as a charitable organization, of 5300 Tyner Street NW, Canton, Ohio 44708, hereinafter called “Friends.”

WHEREAS, the mission of Stark Parks is to preserve, manage, and connect natural areas to serve the community through recreation, conservation and education; and

WHEREAS, the mission of Friends is to operate as a charitable and educational organization, so as to promote the use and facilitate the growth and conservation of the parks which comprise the Stark County Park District; and

WHEREAS, Stark Parks and Friend desire to memorialize the understanding that exists regarding donations made to Friends as a result of negotiations and efforts of Stark Parks, the accounting of such donations, and their ultimate use; and

WHEREAS, it is understood between the Friends and Stark Parks that the ultimate authority for the use of any funds for the maintenance, development and growth of the Stark County Park District rests with the Board of Commissioners of the Stark County Park District; and

WHEREAS, notwithstanding the foregoing understanding, Stark Parks is committed to the achievement of the Friends and stands prepared to seriously consider for inclusion each and every project proposal of the Friends; and

WHEREAS, Friends is mindful of the fact that, for fundraising events, Stark Parks incurs additional expenses for facility rentals, security, custodial services, administrative support and material costs and Friends expects to assist Stark Parks in offsetting such costs;

WHEREAS, Stark Parks has determined that appropriate compensation should be the reservation cost for the facility and any security or other direct costs specific to the fundraising event; and

WHEREAS, Stark Parks and Friends desire to reaffirm the agreements between the parties (January 21, 2009 and January 4, 2017), whereby Friends would be reimbursed for volunteer hours running the Exploration Gateway gift shop (Feleap's Lily Pad), the accounting of such reimbursements, and their ultimate use; and

WHEREAS, Friends has, under date of June 4, 2008, created the "The Friends of Stark Parks Endowment Fund" with the Stark Community Foundation, Inc., an Ohio corporation not for profit for charitable, educational and scientific purposes, and qualified under Section 501(c)(3) of the Internal Revenue Code as a charitable organization, of 400 Market Avenue North – Suite 200, Canton, Ohio 44702, hereinafter called the "Foundation"; and

WHEREAS, through the negotiations of Stark Parks, Friends derives income from an Underground Gas Storage Lease covering the lands of Tam O'Shanter Park (Stark County Official Records Imaging No. 202012210056511) conditioned on said income being held in an account with the Foundation and to annually use the principal and interest of said fund, at the direction of Stark Parks, for the maintenance and development of Tam O'Shanter Park. In the event that principal and interest exceeds the needs for Tam O'Shanter Park the maintenance and development, Stark Parks may direct Friends to use such funds for general park purposes; and

WHEREAS, Friends agrees to account to Stark Parks on a quarterly basis regarding the status of the principal and income from said Underground Gas Storage Lease, to annually seek the direction of Stark Parks for the use of said funds, and to follow said direction; and

WHEREAS, through the negotiations of Stark Parks, Friends has acquired the Mineral Interests (including without limitation all fee royalty interests, fee mineral interests, and all interests in oil, gas and all minerals of every kind and nature including without limitation all fee and lease royalty interests and payments, signing bonus associated with the minerals conveyed herein, fee mineral interests, and all interests in oil, gas, hydrocarbons and their respective constituents, coal, and precious minerals, and of all formations and horizons) in the lands of Tam O'Shanter Park (Stark County Official Records Imaging No. 202012210056510) conditioned on said income from said mineral interests being held in an account with the Foundation and to annually use the principal and interest of said fund, at the direction of Stark Parks, for the maintenance and development of Tam O'Shanter Park. In the event that principal and interest exceed the needs for Tam O'Shanter Park the maintenance and development, Stark Parks may direct Friends to use such funds for general park purposes. Further, the acquisition of the Mineral Interests was conditioned that any development agreement for the production of the Mineral Interests must have the prior written approval of the Stark County Park District; and

WHEREAS, Friends agrees to account to Stark Parks on a quarterly basis regarding the status of the principal and income from said Mineral Interests, to annually seek the direction of Stark Parks for the use of said funds, and to follow said direction; and

WHEREAS, through the negotiations of Stark Parks, the Stewardship Fee of \$4,180.00 from the Conservation Easement recorded at Stark County Official Records Imaging No. 201409160035436 is to be deposited in The Friends of Stark Parks Endowment Fund with the

Foundation to be held as an endowment account to benefit Stark Parks;
and

WHEREAS, Friends agrees to account to Stark Parks on a quarterly basis regarding the status of the principal and income from said Stewardship Fee, to annually seek the direction of the Stark Parks for the use of said funds, and to follow said direction; and

WHEREAS, in the future Friends may acquire donations/bequests, through the negotiations and efforts of Stark Parks, that are conditioned on principal and income of said donation being held in the account with the Foundation; and

WHEREAS, Friends agrees to account to Stark Parks on a quarterly basis regarding the status of the principal and income from such donations, to annually seek the direction of the Stark Parks for the use of said funds, and to follow said direction; and

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

(A) Stark Parks agrees:

1. To track volunteer hours worked in FeLeap's Lily Pad gift shop.
2. To pay Friends up to \$10.00 per hour for hours worked in FeLeap's Lily Pad gift shop, located in the Exploration Gateway at 5712 12th Street NW, Canton, Ohio 44708. The amount paid shall not exceed the total revenue generated by FeLeap's Lily Pad sales, less cost of goods and related operating costs.
3. To sell Towpath Tags and Friends memberships at FeLeap's Lily Pad gift shop.
4. To honor the Discount Card given to Friends Members.
5. To make payment to Friends on an annual basis for volunteer hours worked, and for the Towpath Tags and Friends Memberships sold.

6. That Stark Parks is committed to the achievement of the Friends and stands prepared to give serious consideration, for inclusion, to each and every project proposal of the Friends.
7. To continue to support and encourage private donations to Friends in an effort to grow its Endowment Fund.

(B) Friends agrees:

1. To accept funds on behalf of Stark Parks through a Fund Agreement for the Foundation's "Leave a Legacy" program.
2. To deposit funds received under paragraphs A(2) and A(5), above, for volunteer hours worked at FeLeap's Lily Pad gift shop into the Foundation account designated for the building replacement/renovation of the Wildlife Conservation Center.
3. To purchase premiums at cost plus 10% administration fee from FeLeap's Lily Pad gift shop for giveaways for membership promotion and Friends' events.
4. To pay Stark Parks the reservation cost for the facility and any security or other direct costs specific to any fundraising event.
5. That between the Friends and Stark Parks, the ultimate authority for the use of any funds for the maintenance, development and growth of the Stark County Park District rests with the Board of Commissioners of the Stark County Park District.
6. To hold in the Foundation Endowment Fund and account to Stark Parks on a quarterly basis the status of the principal and income from Underground Gas Storage Lease covering the lands of Tam O'Shanter Park assigned to Friends at (Stark County Official Records Imaging No. 202012210056511) and to annually seek the direction of Stark Parks for the use of said funds for the maintenance and development of Tam O'Shanter Park and to follow such direction. In the event that principal and interest exceeds the needs

for Tam O'Shanter Park maintenance and development, Stark Parks may direct Friends to use such funds for general park purposes.

7. To hold in the Foundation Endowment Fund and account to Stark Parks on a quarterly basis the status of the principal and income derived from the Mineral Interests in the lands of Tam O'Shanter Park conveyed to Friends at (Stark County Official Records Imaging No. 202012210056510) and to annually seek the direction of Stark Parks for the use of said funds for the maintenance and development of Tam O'Shanter Park and to follow such direction. In the event that principal and interest exceed the needs for Tam O'Shanter Park maintenance and development, Stark Parks may direct Friends to use such funds for general park purposes.
8. To obtain the written approval/consent of Stark Parks, prior to entering into any development agreement for the production of the aforesaid Mineral Interests.
9. To hold in the Foundation Endowment Fund and account to Stark Parks on a quarterly basis the status of the principal and income derived from the Stewardship Fee of \$4,180.00 from the Conservation Easement recorded at Stark County Official Records Imaging No. 201409160035436 and to annually seek the direction of Stark Parks for the use of said funds for the maintenance of said Conservation Easement and to follow such direction.
10. To, in the future, hold in the Foundation Endowment Fund and account to Stark Parks on a quarterly basis the status of the principal and income derived from donations made to Friends at the instance of Stark Parks, to annually seek the direction of Stark Parks for the use of said funds for the benefit of Stark Parks, and to follow such direction.

IN WITNESS WHEREOF, the parties have caused this Partnership Agreement to be executed by their duly authorized officers as of the day and year first above written.

STARK COUNTY PARK DISTRICT

By: _____

Robert A. Fonte, Director

FRIENDS OF STARK PARKS

By: _____

Stuart Hamilton, President

By: _____

Samantha Collmar, Secretary

Approved as to legal form and sufficiency:

William F. Morris
Counsel for Stark County Park District