

MECHANICSBURG AREA PARKS & RECREATION JOINT RECREATION AGREEMENT

WHEREAS, The elected officials of Mechanicsburg Area School District (District), Upper Allen Township, Borough of Mechanicsburg, and Shiremanstown Borough, referred to as member entities, have agreed to form a jointly-governed organization that will serve the residents of the community and provide both indoor and outdoor opportunities for recreation, exercise, and organized play opportunities. The jointly-governed organization will be entitled Mechanicsburg Area Parks & Recreation and shall provide residents with fair and unfettered access to programs and activities.

WHEREAS, Mechanicsburg Area Parks & Recreation shall be jointly-governed by the Joint Recreation Committee (Committee). The Committee will be responsible for oversight of the organization, to develop policy to govern the operation of Mechanicsburg Area Parks & Recreation, and to provide assistance to the municipal member entities in the development and implementation of their own recreation and park programs and/or improvements to their recreation and park facilities.

WHEREAS, The District employees that comprise the Recreation Department (Department) will be responsible for management and day-to-day operation of Mechanicsburg Area Parks & Recreation. Recreation Department salaries and employee benefits will be established in accordance with the District's compensation plans. All employment decisions related to the employees of the Recreation Department shall remain the sole responsibility of the District. The agreement will be funded through member contributions of those entities that are a party to this agreement.

WHEREAS, the Mechanicsburg Area Parks & Recreation budget shall include the direct program fees and direct program expenses of recreation programs and activities. Each of the member entities acknowledge that costs related to the acquisition, improvement, maintenance and operation of indoor and outdoor facilities, either direct or indirect, shall be the sole responsibility of the respective entities.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto represent, warrant, covenant and agree as follows:

Section 1. Joint Recreation Committee The Committee shall be comprised of (1) representative from each of the member entities. These representatives shall be appointed by each governing body. The appointed representatives shall serve initial terms as follows:

Mechanicsburg Area School District – 3 year term
Upper Allen Township – 2 year term
Borough of Mechanicsburg – 2 year term
Shiremanstown Borough – 1 year term

Following the initial term, all appointed terms of members of the Committee shall be for a period of 3 years.

Each of the appointed representatives shall have an equal weighted vote. In the event of a tie, the tie shall be broken in favor of the District. The Recreation Director shall serve as a non-voting member of the Committee.

The Chairperson of the Joint Recreation Committee shall be appointed, on a rotational basis, from the representatives of the member entities. The Chairperson shall serve a 12 month term. Beginning July 1, 2020, the rotation shall begin with the appointed representative of the District, followed by Shiremanstown Borough, Upper Allen Township, and Mechanicsburg Borough. The order of this rotation shall be maintained in subsequent years.

In the event that an appointed representative should miss 2 consecutive meetings of the Committee, it shall be the responsibility of the Committee's Chairperson to notify the respective governing body of the appointed representative.

Section 2. Meetings The Committee shall meet on the 2nd Thursday of March, June, September, and December. The meetings will be held in the Community Room of the District's Kindergarten Academy. An alternate meeting location may be established at the mutual agreement of the member entities. In the event that an additional meeting is necessary, the Chairperson of the Committee may call a special meeting and provide notification of such to each of the member entities. In the event of the inability to conduct in-person meetings, such as an Executive Order prohibiting gatherings of individuals, the Committee may meet virtually through technological means provided the members of the Committee be provided no less than 48 hours' written notice, including electronic mail, of the means by which to participate in such virtual meeting.

The Committee Chairperson shall work jointly with the District's Chief Financial Officer and Recreation Director to develop the meeting agenda. The Meeting Agenda shall include the following:

- i. Pledge of Allegiance
- ii. Introductions / Announcements
- iii. Unfinished Business
- iv. Review and Approval of Meeting Minutes
- v. Quarterly Financial Report
- vi. Update on Program Performance
- vii. Member Reports
- viii. New Business
- ix. Adjournment

A quorum of the Committee shall be defined as having representation from three of the four member entities. Minutes will be kept for each meeting and distributed to the Committee's membership.

Section 3. Functions of the Joint Recreation Committee

1. To establish policy to govern Mechanicsburg Area Parks & Recreation, which shall include the following:
 - a. Strategic Plan – Policy to allow Committee feedback on current programs and planning of future programs. This policy shall include a process through which the needs of the community are identified and addressed through program offerings.
 - b. Financial Review - The Committee shall review and advise the Recreation Department on the development of the program budget (program revenue and expense) for Mechanicsburg Area Parks & Recreation.
 - c. Operating Margin - The Committee shall be responsible for establishing a target operating margin for the Program Budget. The target operating margin will be viewed in relation to the performance of the collective set of programs. The operating margin for the entire program budget may be adjusted annually by the Committee and shall be established at a target rate between 0% (break-even) and 10%.
 - d. Unprofitable Programs – The Committee shall establish a policy that addresses the operation of unprofitable programs. The policy shall allow a minimum of 2 years from start-up to allow a program to reach break-even status. The Committee shall retain the right to approve exceptions that allow unprofitable programs to continue to operate, based on the needs of the Community.
2. To advise on the selection and hiring of the Recreation Director. The Recreation Director shall be the employee of the District and will be appointed by the Board of Mechanicsburg Area School District. The final decision related to the appointment of the Recreation Director will rest with the District’s Board of Directors.
3. The Committee shall be responsible for reviewing quarterly financial reports and quarterly reports on program performance.

Section 4. Recreation Department Staffing

1. If the Committee recommends additional full-time personnel, to support the operation of Mechanicsburg Area Parks & Recreation, then the governing body of each of the member entities shall approve the addition and a corresponding adjustment in the contributions detailed in Section 5 Member Contributions.
2. The Committee shall develop recommended salaries for playground supervisors, to ensure consistency in compensation practices among playground supervisors who work in similar positions within each of the

municipal parks. The salary recommendations will be presented to the respective municipal boards for final approval.

Costs associated with the summer playground supervisors shall be borne by the respective municipality. The District will process payroll for these individuals and will provide a separate invoice for these costs. These costs are separate and distinct from the contribution provision related to the operation of Mechanicsburg Area Parks & Recreation, as detailed in Section 5 Member Contributions.

4. Anything to the contrary set forth herein notwithstanding, the Recreation Department Staff and any and all additional personnel or employees and staff, exclusive of playground supervisors, either existing at the time of this Agreement, or to be appointed in the future, in connection with the purposes set forth in this Agreement, as amended from time to time, shall at all times be the exclusive employees of MASD ("MASD's Employees"). MASD shall assume full and complete responsibility for any and all tax withholdings and the payment of any and all insurance in connection with MASD's Employees including, without limitation, workmen's compensation insurance and MASD, its successors or assigns shall indemnify and hold harmless the Borough of Mechanicsburg, Borough of Shiremanstown and Upper Allen Township of and from any and all actions, matters of action, causes of action, suits, proceedings, debts, agreements, obligations, claims, rights, rights of contribution or indemnification, accounts, demands, damages, losses, costs, charges, expenses, compensation and fees (including attorneys' fees), and claims and liabilities of any nature whatsoever, whether at law or in equity, known and unknown, foreseen and unforeseen or unforeseeable, direct or indirect, in any manner arising out of or in connection with MASD's improper withholding of any taxes or other charges required to be withheld from MASD's Employees under any state, federal or local laws or the actions or failure to act of or negligence of any of MASD's Employees existing or to be appointed in the future in connection with the purposes set forth in this Agreement, as amended from time to time. The District shall furnish, at the request of any municipal partner, evidence of workers compensation coverage.

Section 5. Member Contributions

1. Beginning July 1, 2020, each member entity shall contribute the following amounts to the District in support of Mechanicsburg Area Parks & Recreation:
 - a. Borough of Shiremanstown - \$4,035
 - b. Upper Allen Township - \$51,642
 - c. Mechanicsburg Borough - \$25,014

The above contribution shall be adjusted annually by the Act 1 Index, as published by the Pennsylvania Department of Education.

2. Within (30) days of the completion of the District's audit, a reconciliation shall be performed for the previously completed year. The reconciliation shall report the net profit/loss generated by the operation of Recreation Programs (program fees net of related expenses). Each of the District's municipal partners may elect to participate in the sharing of profit/loss related to the operation of recreation programs. If elected, the cumulative profit/loss will be allocated to each of the member entities in the proportion of contributions detailed in the first clause of this Section. The election must be made for a minimum of a two-year period. Additionally, the election must be made in advance of the period where sharing of profit/loss is to occur.

The District may, at its discretion, continue to operate ancillary programs like Wildcat Care and Management of the Borough of Mechanicsburg's pool. These activities, along with their expenses and revenues, are separate from the terms of this Agreement and shall be excluded from the aforementioned reconciliation.

3. Should this Agreement be terminated, or the Committee dissolved, equipment jointly purchased by Mechanicsburg Area Parks & Recreation shall be made available to the member entities, with the equipment being sold to the highest bidder (submitted by any of the member entities). If there is no interest from the member entities, then the remaining items shall be offered to the public, with the proceeds of the sale being distributed to the member entities in the proportion of their respective contributions.

Section 6. Duties of the Recreation Department

1. To advise and provide support to each municipal recreation board or municipal recreation commission regarding program needs. Additionally, the Recreation Department will aid in recreation planning and municipal budget preparation, as requested by each municipality.

2. To attend municipal recreation board and municipal recreation commission meetings, on an intermittent basis, to provide recreation updates. The frequency of attendance shall be agreed upon with each municipality.
3. To advise member entities on opportunities for recreation related grant funding and to provide assistance in applying for and obtaining said grants. Additionally, the Department will assist the member entities in grant management.
4. To assist municipalities in bid preparation and specifications for new recreation equipment.
5. To provide advice concerning new construction of facilities in parks, as requested, and to represent municipal recreation boards or municipal recreation commissions when meeting with engineers, landscape architects, and when performing site analysis.
6. To coordinate and schedule recreation programs within the District's facilities. The Recreation Director shall coordinate the scheduling of facilities, parks, or fields for each municipality, at the request of said entity.

Facilities shall be scheduled consistent with policies of the appropriate recreation board, recreation commission, or governing body.

7. To plan, implement, evaluate, and supervise all aspects of recreation programs and adult and leisure learning.
8. To prepare the annual Mechanicsburg Area Parks & Recreation Budget, which shall be reviewed by the Committee to allow for input and feedback.
9. The Recreation Department shall be solely responsible for making decisions about individual programs or activities. This includes the creation of schedules and the determination of program fees.
10. To recommend program employees for employment by the Mechanicsburg Area School District. Salaries for program instructors and staff shall be established by the Recreation Department. All employees shall be authorized by the School Board and must submit required clearances for employment purposes.

Section 8. Recreation Department – Program Feedback The Recreation Department will be administratively supervised by the Superintendent of MASD or his/her designee. The Committee may provide feedback to the District on the performance of the Recreation Department or individual recreation programs. Individual members of the Committee may request a meeting with the Superintendent or his/her designee to provide feedback on the Recreation Department or its programs.

Section 9. Participation in Programs. All residents of the Borough of Mechanicsburg, Shiremanstown Borough, and Upper Allen Township are eligible to participate in the recreation and leisure learning programs offered by Mechanicsburg Area Parks & Recreation at the prevailing resident rate. Non-residents are eligible to participate on an adjusted fee basis.

Section 10. Term. This agreement shall become effective on July 1, 2020, and shall continue to renew on an annual basis thereafter, unless and until terminated in accordance with the provisions hereof.

Section 11. Amendment to Agreement. This Agreement constitutes the entire agreement between the parties. No modifications, alterations, changes, or waiver to this Agreement or any of its items shall be valid or binding unless accomplished by a written agreement approved by the governing body of each of the member entities. Any Amendment to this Agreement requires a majority approval of the member entities.

Section 12. Termination. Any of the parties may terminate for any reason for the following fiscal year (June 1 to July 30); provided, however, notice of such termination shall be received by the Superintendent of MASD on or before October 31.

In the event of termination, the entity initiating the termination shall provide all other parties mailed copies of the written termination notice at the same time it is sent to the Superintendent. If any party, other than the District, withdraws from the Committee, then this agreement shall be renegotiated with the remaining entities.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hands and seals on the dates indicated. In signing the agreement, each entity acknowledges that the appropriate legal action has been taken by the respective governing bodies.

ATTEST:

MECHANICSBURG AREA SCHOOL DISTRICT

Board Secretary

President

Dated: _____

ATTEST:

UPPER ALLEN BOARD OF COMMISSIONERS

President

Dated: _____

ATTEST:

MECHANICSBURG BOROUGH COUNCIL

President

Dated: _____

ATTEST:

SHIREMANSTOWN BOROUGH COUNCIL

President

Dated: _____