

RESOLUTION NO. 2019 – 16

Intergovernmental Agreement of Cooperation

This Agreement, made this 18th day of July 2019, by and among:

Rush Township, a 2nd Class Township of the Commonwealth of Pennsylvania, herein called "Rush Township"

Schuylkill Township, a 2nd Class Township of the Commonwealth of Pennsylvania, herein called "Schuylkill Township"

Walker Township, a 2nd Class Township of the Commonwealth of Pennsylvania, herein called "Walker Township"

West Penn Township, a 2nd Class Township of the Commonwealth of Pennsylvania, herein called "West Penn Township"

Borough of Middleport, a municipal corporation of the Commonwealth of Pennsylvania, herein called "Borough of Middleport"

Borough of Tamaqua, a municipal corporation of the Commonwealth of Pennsylvania, herein called "Borough of Tamaqua"

Tamaqua Area School District, a public school district of the Commonwealth of Pennsylvania herein called "Tamaqua Area School District"

Tamaqua YMCA, a charitable and community service organization authorized to do business in the State of Pennsylvania herein after called "Tamaqua YMCA"

All of Schuylkill County, Pennsylvania, herein collectively referred to as "Participants" or sometimes individually as "Participant".

WITNESSETH:

WHEREAS, the purpose of this Agreement is to create a cooperative recreation commission to enhance, promote, and develop recreational opportunities for residents and visitors of all ages within the political boundaries of the Participants; and

WHEREAS, certain grant monies are available for the Participants to apply for and expend for the purpose of expanding parks, recreation, and other activities that benefit the Participants; and

WHEREAS, all Participants are legally authorized to enter into such an Agreement for the joint administration of a recreation effort for their respective citizens; and

WHEREAS, the Participants have previously entered into an Intergovernmental Agreement of Cooperation dated December 19, 1996 and amended on four (4) separate occasions adding additional Participants; and

WHEREAS, this Agreement is intended to renew the intents, rights and responsibilities of the Participants and codify the original Agreement and amendments thereto.

WHEREAS, this Agreement is intended to renew the intents, rights and responsibilities of the Participants and codify the original Agreement and amendments thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound thereby, the Participants agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein as fully set forth.

2. Commission

(a) The Eastern Schuylkill Recreation Commission (herein called "Commission") shall direct the administration of the regional recreation program pursuant to this Agreement and all amendments thereto.

(b) Representation. The Commission shall consist of fifteen (15) members, as follows:

(1) The Rush Township Supervisors shall appoint two (2) members of the Commission, one (1) of whom shall be an elected member of the Board of Supervisors. The Rush Township Supervisors shall also appoint one (1) member who shall be a resident of Rush Township and not an employee of the Commission or any of the Participants. Members shall serve for a term of three (3) years, expiring on December 31, except that the original appointments shall be on a staggered basis as follows: one (1) member for two (2) years, one (1) member for three (3) years. Such members may be reappointed as a member of the Commission. Such members may be removed from office at any time by the Commission for cause or at any time without cause by the Rush Township Supervisors.

(2) The Schuylkill Township Supervisors shall appoint two (2) members of the Commission, one (1) of whom shall be an elected member of the Board of Supervisors. The Schuylkill Township Supervisors shall also appoint one (1) member who shall be a resident of Schuylkill Township and not an employee of the Commission or any of the Participants. Members shall serve for a term of three (3) years, expiring on December 31, except that the original appointments shall be on a staggered basis as follows: one (1) member for two (2) years, one (1) member for (3) years. Such members may be reappointed as a member of the Commission. Such members may be removed from office at any time by the Commission for cause or at any time without cause by the Schuylkill Township Supervisors.

(3) The Walker Township Supervisors shall appoint two (2) members of the Commission, one (1) of whom shall be an elected member of the Board of Supervisors. The Walker Township Supervisors shall also appoint one (1) member who shall be a resident of

Walker Township and not an employee of the Commission or any of the Participants. Members shall serve for a term of three (3) years, expiring on December 31, except that the original appointments shall be on a staggered basis as follows: one (1) member for one (1) year, one (1) member for three (3) years. Such members may be reappointed as a member of the Commission. Such members may be removed from office at any time by the Commission for cause or at any time without cause by the Walker Township Supervisors.

(4) The West Penn Township Supervisors shall appoint two (2) members of the Commission, one (1) of whom shall be an elected member of the Board of Supervisors. The West Penn Township Supervisors shall also appoint one (1) member who shall be a resident of West Penn Township and not an employee of the Commission or any of the Participants. Members shall serve for a term of three (3) years, expiring on December 31, except that the original appointments shall be on a staggered basis as follows: one (1) member for two (2) years, one (1) member for three (3) years. Such members may be reappointed as a member of the Commission. Such members may be removed from office at any time by the Commission for cause or at any time without cause by the West Penn Township Supervisors.

(5) The Middleport Borough shall appoint two (2) members of the Commission, one (1) of whom shall be an elected member of the Borough Council. The Middleport Borough Council shall also appoint one (1) member who shall be a resident of the Borough of Middleport and not an employee of the Commission or any of the Participants. Members shall serve for a term of three (3) years, expiring on December 31, except that the original appointments shall be on a staggered basis as follows: one (1) member for two (2) years, one (1) member for three (3) years. Such members may be reappointed as a member of the Commission. Such members may be removed from office at any time by the Commission for cause or at any time without cause by the Middleport Borough Council.

(6) The Tamaqua Borough Council shall appoint two (2) members of the Commission, one (1) of whom shall be an elected member of the Borough Council. The Tamaqua Borough Council shall also appoint one (1) member who shall be a resident of the Borough of Tamaqua and not an employee of the Commission or any of the Participants. Members shall serve for a term of three (3) years, expiring on December 31, except that the original appointments shall be on a staggered basis as follows: one (1) member for one (1) year, one (1) member for three (3) years. Such members may be reappointed as a member of the Commission. Such members may be removed from office at any time by the Commission for cause or at any time without cause by the Tamaqua Borough Council.

(7) The Tamaqua Area School District Board of Directors shall appoint two (2) members of the Commission, one (1) of whom shall be an elected member of the Board of Directors. The Tamaqua Area School District shall also appoint one (1) member who shall be an employee of the School District and not an employee of the Commission. Members shall serve for a term of three (3) years, expiring on December 31, except that the original appointment shall be on a staggered basis as follows: one (1) member for two (2) years, one (1) member for three (3) years. Such members may be reappointed as

a member of the Commission. Such members may be removed from office at any time by the Commission for cause at any time without cause by the Tamaqua Area School District Board of Directors.

(8) The Tamaqua YMCA, a branch of the Reading and Berks YMCA, shall appoint one (1) member of the Commission. The appointed member shall be a member of the YMCA Board or an employee. The appointed member shall serve as a member of the Commission for a term of three (3) years, expiring on December 31. Such member may be reappointed as a member of the Commission. Such member may be removed from office at any time by the Commission for cause or at any time without cause by the YMCA.

(c) Voting. Each Municipal Participant shall have one (1) vote and the YMCA's Representative shall have one (1) vote. In the case of a tie, the Director shall have one (1) vote.

(d) Vacancy. Any vacancy on the Commission (whether by reason of death, disqualification, resignation or removal of a member thereof) shall be filled by the Participant which appointed the person whose membership on the Commission has terminated. Any vacancy on the Commission must be filled within 60 days. The appointment to fill a vacancy shall be for the expired term.

(e) Attendance. If a member is not present at three (3) consecutive regularly scheduled meetings the Commission may request the replacement of that member by the Participant. A letter will be sent after three (3) absences.

3. Duties of Commission - Powers

(a) Purpose. The Commission shall enhance, promote, and develop recreational opportunities for residents and visitors of all ages.

(b) Employment of Personnel. To carry out its purposes, the Commission may employ or terminate, upon such terms as deemed appropriate by the Commission, a Recreation Director to oversee the activities of the Commission. For administrative purposes, the Recreation Director shall be employed by the Borough of Tamaqua and shall be subject to the Borough's personnel and employee benefits policies. With the approval of the Commission, the Recreation Director may hire seasonal and/or part time help as needed. The Recreation Director shall be required to attend all regular meetings of the Commission and be allowed to participate in all discussion. Executive sessions of the Commission may be held without the attendance of the Recreation Director at the discretion of the Commission. However, the Recreation Director shall be informed of these meetings and the results of these meetings shall be discussed with the Recreation Director.

(c) Conduct of Business.

(1) Officers. The Commission shall elect a Chairperson, Vice-Chairperson, Secretary, and Treasurer, all from the membership of the Commission with each member municipality holding at least one such officer position. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with and attestation by

the Secretary, all legally binding documents on behalf of the Commission. The Vice-Chairperson shall serve in the absence of the Chairperson. The Secretary shall record the Commissions' actions and be custodian of the Commission's records. The Treasurer shall receive and expend all Commission funds and shall keep an accounting of all the Commission's finances. All officers shall serve for a term of one (1) year, expiring on December 31, or until their successors are elected. If an officer ceases to be a member of the Commission, a successor shall be elected in accordance with the requirements of this Agreement.

(2) Commission Meetings. The Commission shall have regularly scheduled meetings at least once every other month or as needed. The Chairperson of the Commission may, when he or she deems it is expedient, and shall, upon the request of two (2) members of the Commission and/or the Recreation Director, call a special meeting of the Commission for the purpose of transacting any business designated, the call for any regular and special meeting shall be in accordance with the Pennsylvania Sunshine Act.

(3) Quorum. Five (5) representatives of the Participants shall constitute a quorum; however, official actions shall require a majority vote of all Participants.

4. Finances

(a) Fiscal Year Budget. The Commission shall account for its duties on a calendar year basis beginning on January 1 of each year. On or before September 1 of each year, the commission shall prepare a budget which includes in detail the costs and expenses expected to be incurred by the commission in the performance of its duties for the succeeding calendar year. Such budget shall also include in detail the amounts of income or funds which the commission expects to receive from sources other than the Participants.

(b) Approval of Budget. The budget prepared by the Commission shall be submitted to the Participants on or before September 1 for approval. The Participants shall formally act on the budget proposal on or before October 1 and notify the Commission of their budget decision. Following approval of the budget, the Participants shall contribute to the commission their respective cash contributions as shown in the budget. If budget approval has not been consummated by January 1 of the new year, the prior year's budget shall remain operative until approval has been given and the Participants' prior year contribution shall be paid over to the Commission.

(c) Adjustments to Budget Deficit or Excess. The Commission shall make such adjustments to its budget as shall be necessary from time to time. Such adjustments shall be submitted to the Participants for approval only if the adjustment requires an increase in the Participants' contribution for the current year budget. Any excess funds remaining after conclusion of a calendar year shall be applied to the fund balance of the Commission.

(d) Funding Arrangement. Subsequent to the initial term the Commission's activities and work shall be funded in accordance as follows:

(1) Revenues from fees and charges for activities and programs conducted by the Commission;

- (2) Contributions and donations made to the Commission;
- (3) State and federal grants; and
- (4) The balance split between member municipalities on a percentage of population basis.

(e) Insurance

- (1) Liability. The Commission shall obtain and maintain liability insurance which names the Commission as named insured with respect to the Commission's duties and activities as they shall deem appropriate for injury or damage to persons or property.
- (2) Casualty Loss Insurance. The Participants shall each maintain, with respect to their respective property, such casualty loss insurance as they shall deem appropriate.
- (3) Errors and Omissions Insurance. The Participants shall obtain and maintain public officials "errors and omissions" insurance coverage for the members of the Commission. Copies of applicable endorsement riders naming the Commission as additionally insured shall be filed with the Recreation Director at the beginning of each policy renewal period.

(f) Property

- (1) Acquisition. To carry out its purposes, the Commission may acquire property, real or personal.
- (2) Disposal. When deemed necessary, the Commission may dispose of any of its property, real or personal, by donating the property or proceeds from the sale thereof and prorated to the Participants in good standing with ESRC.

5. Cash Contributions

(a) Three Year Operating Budget. The Participants agree to appropriate and budget a sum of money as they mutually agree shall be sufficient to operate the Commission and reviewed annually. The base annual contributions of the Participants are agreed to as follows:

Middleport Borough:	\$1,000
Rush Township:	\$3,000
Schuylkill Township:	\$1,000
Walker Township:	\$900
West Penn Township:	\$3,000
Tamaqua Borough:	\$6,000 plus payroll and accounting
Tamaqua Area School District:	\$2,500

The Participants will provide office space and supplies.

(b) Cash Contribution Payments. The Participants shall make payments by June 1st of the Commission's fiscal year.

ATTEST:

WEST PENN TOWNSHIP

By: _____

ATTEST:

BOROUGH OF MIDDLEPORT

By: _____

ATTEST:

BOROUGH OF TAMAQUA

By: _____

ATTEST:

TAMAQUA AREA SCHOOL DISTRICT

By: _____

ATTEST:

TAMAQUA YMCA

By: _____

6. Effective Date, Term – Termination

(a) Effective Date and Term. This updated Agreement shall be effective January 1, 2020, and shall be for a length of three (3) years ending December 31, 2023. This Agreement shall continue in full force and effect and shall be automatically self-renewed from year to year thereafter provided the budget for the next fiscal year is approved in accordance with 4(b) above.

(b) Withdrawal. Any Participant may withdraw from the terms of this Agreement at the end of any calendar year by giving written notice of such withdrawal to other Participants and the Commission one year before the proposed withdrawal date. Any funds contributed by a withdrawing Participant shall be retained by the Commission.

7. Amendment

This Agreement shall not be amended or altered except in writing duly approved by and signed on behalf of the Participants, through resolution.

8. Governing Law

This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. This Agreement is adopted pursuant to Act 180 and each Participant shall take all necessary steps under said statute to comply with the same.

9. Further Action

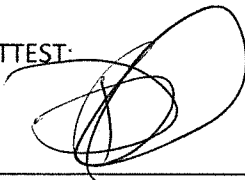
The Participants agree to take all action necessary to care for the provisions of this Agreement.

10. Continuing Nature of Provisions

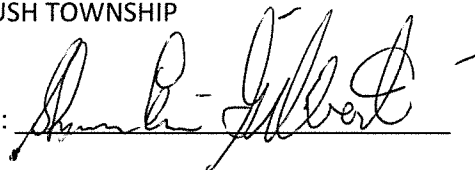
The provisions of this Agreement, so far as they are the same as those of the previous Agreement, are intended as a continuation of the previous Agreement and not as new provisions.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



RUSH TOWNSHIP

By: 

ATTEST:

SCHUYLKILL TOWNSHIP

By: _____

ATTEST:

WALKER TOWNSHIP

By: _____