

**MONTOUR AREA RECREATION COMMISSION
INTERGOVERNMENTAL AGREEMENT OF COOPERATION**

This agreement is made this _____ day of _____, 2018 by and among:

Montour County, a county of the Eight Class of the Commonwealth of Pennsylvania

AND

Washingtonville Borough, a Borough situated in Montour County

AND

Riverside Borough, a Borough situated in Northumberland County

AND

Danville Borough, a Borough situated in Montour County

AND

Danville Area School District, a public school district of the Commonwealth of Pennsylvania, situated in Montour and Northumberland Counties

Hereafter collectively referred to as “Participants” or sometimes individually as “Participant”.

Witnesseth

WHEREAS, this Intergovernmental Agreement of Cooperation replaces the Intergovernmental Agreement of Cooperation for the Montour Area Recreation Commission enacted on 18 May, 2005 by and among Montour County, Washingtonville Borough, Riverside Borough and Danville Area School District, later adopted by Danville Borough, rendering the 18 May, 2005 agreement null and void; and

WHEREAS, the Intergovernmental Cooperation Act (53 PA. C.S. Section 2301 et seq., herein called the “Act”) permits municipalities (under the Act, the term “municipality” includes counties, townships, boroughs and school districts) to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including recreation and park activities; and

WHEREAS, it is believed by the Participants that the citizens within their respective political boundaries will benefit from a community parks and recreation program jointly administered by the Participants, which program shall comply with all applicable laws; and

WHEREAS, the purpose of this agreement is to provide a framework and a mechanism to adequately maintain community parks and recreation services and facilities and to plan, organize, sponsor and supervise public parks and recreation facilities, services and events within the political boundaries of the Participants through joint efforts rather than by separate efforts of each Participant; and

WHEREAS, to prevent duplication of efforts and to maximize cost-effectiveness, and in order to promote and conduct a program of public recreation and parks, the Participants desire to mobilize community resources to effectively and economically meet the present and future recreation needs of their citizens; and

WHEREAS, the Participants intend to foster partnerships with other public and private organizations to collaborate with Commission goals for parks and recreation for the good of all of the Montour County region and enable other municipalities to become members of the Commission in the future; and

WHEREAS, all Participants are legally authorized to enter into such an agreement for the joint administration of a community parks and recreation program for their respective citizens.

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

1) Incorporation of Recitals

The Above recitals are hereby incorporated herein as if fully set forth.

2) Commission

a) Reauthorization The Participants hereby reauthorize the Montour Area Recreation Commission (hereinafter referred to as “Commission”), originally created through the 18 May, 2005 Intergovernmental Agreement of Cooperation, which shall direct, manage and administer a public parks and recreation program pursuant to this agreement, and all amendments hereto.

i) Each Participant must adopt an ordinance, or other action of its governing body of equal status, ratifying their participation in the program and approving and authorizing the execution of the agreement.

b) Representation The Commission shall consist of representatives (hereinafter “Members”) of each Participant, all of whom shall serve without pay. Each Participant, with the exception of Montour County, shall appoint two (2) residents of their municipality to the Commission, one (1) of whom is preferred to be an elected representative of their governing body. Montour County shall appoint five (5) residents, at least one (1) of whom will be an elected Commissioner. Such Members shall serve for terms of three (3) years, expiring on December 31, except that the original terms shall be staggered so that not more than one-third (1/3) of the Members’ terms shall expire annually. Such Members may be reappointed as Members of the Commission at the discretion of Participants.

- c) Duties of Members Each Member shall serve as a liaison between the Commission and his or her respective community and local government, relaying updates on the progress of the Commission and soliciting the input and feedback of local residents and governmental officials. Members shall actively participate in the Commission's meetings, projects and special events to the greatest extent possible and shall be advocates for the Commission.
- d) Pennsylvania Sunshine Act As a lawfully created commission of the Participants, the Commission shall abide by the Pennsylvania Sunshine Act (65 Pa.C.S. §§ 701 – 716). All deliberations and official actions must be made by a quorum of Members in open, public meetings which have been properly advertised.
- e) Meetings The Commission shall meet on a regular monthly basis, excluding the month of July. The Commission Chairperson, when he or she deems necessary or advisable, or upon the request of four (4) Members of the Commission and/or the Director, shall call a special meeting of the Commission to transact any business designated in the call of the meeting.
- f) Attendance Members are expected to attend at least seventy-five percent (75%) of the Commission's meetings each year and must not miss more than four (4) consecutive meetings during their term or be subject to removal for cause as defined in Section 2k, 'Removal of Members'. Meeting attendance may include participation by telephone or video conference.
- g) Voting Each Member shall have one (1) vote.
- h) Quorum When a majority of the number of Members of the Commission is present, in person, by phone or by video conference, at a Commission meeting, a quorum will be met and official actions may be taken. Official actions shall require a majority vote of the Members present.
- i) Establishment of Committees The Commission may establish committees as deemed necessary or desirable for operation of the Commission.
 - i) The Commission Chairperson shall designate committee chairpersons and members with the assistance of the other Members of the Commission.
 - ii) Each committee shall consist of no fewer than two (2) Members of the Commission and the Director serving as an ex-officio member. However, the number of Members serving on a committee must be fewer than that which would constitute a quorum of the Commission.
 - iii) Committees may provide recommendations to the Commission for possible action, but shall take no official actions on the Commission's behalf.
 - iv) There shall be no restrictions on the number of committees on which a Member may serve.

- v) The Commission may establish (an) advisory committee(s) as deemed necessary or desirable for operation of the Commission. The composition of such committees shall be established by the Commission and may, at the discretion of the Commission, include both Members and persons from the general community. Persons from the general community shall serve in an ad hoc capacity, entitled to voice but not entitled to vote.
 - vi) Minutes of committee meetings shall be reported by a member of the committee to the Commission at its next meeting.
- j) Vacancies Any vacancy of the Commission (which by reason of death, disqualification, resignation or removal of a Member thereof) shall be filled by the Participant that appointed the vacating Member of the Commission. Any vacancy in a term of office held by a Commission Member who is serving a fixed term shall be filled for the unexpired term. If a Commission Member who is required to maintain his or her residence in the political boundaries of a Participant ceases to be a resident, his or her membership shall automatically terminate and his or her position shall be deemed vacant. When a Commission Member who is required to be an elected official of a Participant's governing body is no longer serving as an elected official, his or her membership on the Commission shall automatically terminate. Any vacancy on the Commission must be filled within sixty (60) days to ensure successful operation of the Commission.
- k) Removal of Members The Commission, for cause, or the Member's governmental body, at the governmental body's discretion, may remove a Members from office at any time. Reasons for removal of a Member for cause include, but may not be limited to failure to attend meetings as required in Section 2f or personal or professional misconduct that is detrimental to the Commission.
- l) Officers The Commission shall elect from its Members a Chairperson, Vice-Chairperson, Secretary, Treasurer and Assistant Treasurer. The duties of the Commission's officers shall be as follows:
- i) Chairperson The Chairperson shall be bonded in an amount approved by the Commission. He or she shall:
 - (1) Preside over all Commission meetings
 - (2) Be responsible for the coordination of all the work of the Commission
 - (3) Sign, execute and acknowledge, in the name of the Commission, deeds, mortgages, bonds, contracts or other instruments authorized by the Commission, except in cases where the signing and execution thereof shall be expressly delegated by the Commission to some other officer or agent of the Commission
 - (4) With the exception of standing committees, appoint committees and task forces as deemed necessary
 - (5) Appoint a recording secretary for a Commission meeting in the event that the elected Secretary is absent

- ii) Vice-Chairperson
 - (1) In the absence of the Chairperson, perform all the duties of the Chairperson of the Commission
 - (2) Be responsible for ensuring that parliamentary rules of order are followed during all Commission meetings
 - (3) See that all bonds required for the officers and employees of the Commission for the faithful performance of their duties are properly filed
 - (4) Perform other duties as may be assigned by the vote of the Commission or by the Chairperson

- iii) Secretary
 - (1) Attend all regular and special meetings of the Commission; keep or cause to be kept a full and true record of the proceedings of the meetings and all votes of the Commission
 - (2) Record the minutes of the Commission in a book or books to be kept for that purpose and ensure that copies of the minutes are provided to each Participant's governing body
 - (3) Issue, or cause to be issued, notice of regular meetings of the Commission and calls for special meetings as requested
 - (4) Keep current records of the Members of the Commission, including names, addresses and the position the Members hold in the governing body they represent

- iv) Treasurer The Treasurer shall be bonded in an amount approved by the Commission. He or she shall:
 - (1) Cause to be maintained and preserved an accounting of all financial transactions of the Commission through a bookkeeping system consisting of a general fund ledger and individual program accounts in accordance with sound accounting standards
 - (2) Cause to be kept separate bank accounts for Commission funds as may be deemed necessary
 - (3) Cause to be collected, received and deposited all funds received by the Commission
 - (4) Cause to be prepared monthly and year-end annual financial reports to the Commission

- v) Assistant Treasurer
 - (1) Assist the Treasurer in his / her duties as needed
 - (2) In the absence of the Treasurer, perform the duties of the Treasurer

- m) Removal of Officers Any officer of the Commission may be removed for cause at any regular meeting of the Commission (at which a quorum is present) by a majority vote of the Commission Members present, provided the reasons for the removal of such officer are established at a previous regular meeting and a copy thereof sent by US mail to said officer not less than five (5) business days in advance of the meeting.

- n) Headquarters The administrative office of the Commission shall be at a location to be determined by the Commission to best suit the needs of the staff and the public and with consideration of the goal of attracting future Participants.

3) Staffing

The Commission shall be responsible for recruiting, selecting and employing a Director. The Director shall be bonded in an amount approved by the Commission. Duties of the Director shall include, but may not be limited to:

- a) Carrying out the policies of the Commission in building and developing a county-wide parks and recreation system with the Participants
- b) Forging additional partnerships with both municipalities and public and private organizations
- c) Planning, developing, managing and evaluating public parks and recreation programs, services, public park lands, park facilities, trails and greenways with municipalities who will continue to own their park lands and recreation facilities. Consulting with community groups and individuals to assess and devise strategies to meet the needs of the Participants' communities
- d) Coordinating maintenance at all managed facilities
- e) Establishing short-term and long-term recreation priorities
- f) Seeking methods of funding through grants, sponsorships, non-tax revenues and Participant support
- g) Serving in a leadership capacity and as an advocate in public education and outreach about the benefits of the Commission in the overall economic well-being of Montour County and its municipalities
- h) Acting as an ex-officio member of all Commission committees and as Chair of (an) Advisory Committee(s) as may be formed. Act as liaison on behalf of such groups to the Commission
- i) Attending all Commission meetings and participate in discussions, but have no voting rights
- j) Recommending to the Commission the selection and hiring of additional personnel as deemed necessary. Provide staff supervision

- k) Preparing monthly reports of activities, opportunities and issues, as well as an annual report on behalf of the Commission, setting forth the accomplishments, needs and actions required for the next year. The annual report shall be presented to each Participant's governing body and made conveniently available to the public. In conjunction with the annual report, the Director shall provide a proposed budget to the Commission for review, discussion, revision and adoption.
 - l) Assisting the Commission in financial management, playing a lead role in fundraising. Keep abreast of local, state and federal legislation as well as legislative grant-in-aid programs and foundations. Oversee fundraising efforts and applications for grants. In cooperation with the Commission's Treasurer and Chairperson, prepare, justify and manage budgets.
 - m) Planning, developing and implementing recreational programs and services.
 - n) Assisting in coordination, construction, maintenance and use of new and existing recreational facilities served by the Commission. For projects to be undertaken by the Commission, the Director will develop a maintenance impact statement to document the resources and methods that will be needed to support the project subsequent to completion.
 - o) Coordinating with Participants on recreation, conservation and open space issues. Working closely with Participants' governing bodies and staff
 - p) Maintaining systematic, complete and accurate records of Commission activities and services
- 4) Finances
- a) The Commission's finances shall run on a calendar year basis.
 - b) Checks paid from Commission checking accounts shall require two signatures; one shall be the Commission's Director and the second shall be either the Commission's Chairperson or Treasurer.
 - c) Copies of Commission bank account statements, including reconcilements and other supplemental information as the Commission shall deem necessary or appropriate, shall be provided monthly to all Members and made publicly available.
 - d) The Commission shall prepare an annual budget, to be adopted by no later than the Commission's regularly scheduled November meeting in the preceding year. Such budget shall include details of the anticipated revenues and expenses to be incurred by the Commission in the performance of its duties in the succeeding calendar year. The budget may be amended during the course of the year if deemed necessary by the Commission.

- e) The Commission shall be audited each year by the Montour County Auditors. Such audit shall be completed by May 15. A copy of the auditors' report shall be distributed to all Members and made publicly available.

5) Contributions

- a) With the exception of Montour County, Participants are encouraged, but not required, to provide annual operating support to the Commission in whatever amount they deem appropriate.
- b) Montour County shall provide not less than \$10,000 in annual financial support to the Commission.
- c) In lieu of mandatory per capita or other financial contributions, Participants shall provide in-kind materials, labor and/or other support for Commission projects undertaken on said Participant's behalf. It shall be understood that the Commission shall undertake projects on behalf of a Participant only if the Commission determines that sufficient support exists to enable the project to be successfully implemented and adequately maintained. It shall be further understood that it is not in the best interest of the Commission or its Participants to assume unfunded or underfunded obligations.

6) Property

- a) All Participants shall continue to own and maintain their own park lands and other recreational facilities until such time as the Participant's governing body may choose to enter into an agreement with the Commission for the management of one or more such properties. It shall be understood that the Commission shall enter into such agreements to undertake maintenance responsibilities, special projects or other duties on behalf of a Participant only if the Commission determines that sufficient support exists to enable the project to be successfully implemented and adequately maintained.
- b) Participants agree to make their parks and recreation facilities available at no charge to the Commission when the use of the property by the Commission will not interfere with the Participant's use of the property, including use by third parties to which the Participant granted permission to use, or be contrary to any legal restrictions or obligations related to the use of the property.

7) Capital Improvements

The Participants agree to be responsible for capital improvements to facilities they own. The Commission may make capital improvements for the good of the county upon agreement of the majority of the Participants, provided that sufficient support exists to enable the improvements to be successfully implemented and adequately maintained.

8) Fees and Charges

The Commission shall develop a policy on fees and charges applicable to each property it manages.

9) Insurance

- a) The Commission shall secure any and all necessary insurance for the protection of the Commission, its staff, Members and Participants, as well as for program participants and property users.
- b) Participants shall continue to maintain any and all necessary insurance coverages.

10) Effective Date, Term, Termination and Adding Participants

- a) Effective Date and Term This agreement shall be effective the _____ day of _____, 2018 and shall be for a term of one (1) year. The agreement shall continue in full force and effect and shall automatically renew year-to-year thereafter except as otherwise provided in this agreement.
- b) Adding Participants At any time during the term of this agreement, consideration may be given to invite, or at their own choosing allow, other municipal entities to join and become part of the Commission. The new Participant must pass an ordinance, or other action of its governing body of equal status, which includes approval of this agreement and its amendments and authorizes the additional execution of this agreement by the new Participant. Terms of such addition shall be approved by a majority of Participants at such time.
- c) Withdrawal Participants may withdraw from the terms of this agreement at the end of any calendar year by providing written notice to the Commission and the other Participants at least sixty (60) days before the proposed date of withdrawal. Withdrawal from the Commission must be approved by the majority of the voting members of the governing body of the Participant which desires to withdraw, voted on in a public meeting held in accordance with the Pennsylvania Sunshine Act. Withdrawal from this agreement by any Participant shall not terminate the agreement among the remaining Participants. Any funds contributed to the Commission by the withdrawing Participant shall be retained by the Commission.
- d) Dissolution In the case of dissolution of the Commission by mutual consent of all Participants hereto, the equipment, property, materials, supplies and capital assets of the Commission that remain at the time of dissolution shall be distributed to the Participants in proportion to the cumulative contributions of the Participants from the effective date of the original agreement, dated 18 May, 2005, to the time of dissolution, except that any fixtures shall remain the property of the Participants in whose property any such fixture is attached.

11) Entire Agreement

This agreement constitutes the entire contract by the Participants and there are no other understandings, oral or written, relating to the subject matter hereof.

12) Amendment

This agreement shall not be amended or altered except by writing duly approved by, and signed on behalf of, all Participants.

13) Governing Law

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

14) Further Action

The Participants agree to take all actions necessary to carry forth the provisions of this agreement.

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

ATTEST

Montour County

By: _____

ATTEST:

Washingtonville Borough, Montour County

By: _____

ATTEST:

Riverside Borough, Northumberland County

By: _____

ATTEST:

Danville Borough, Montour County

By: _____

ATTEST:

Danville Area School District, Montour and
Northumberland Counties

By: _____