

**INTER-GOVERNMENTAL AGREEMENT ESTABLISHING
A JOINT-COMMITTEE TO COORDINATE AND OVERSEE
THE SHARING OF RECREATIONAL FACILITIES**

Between Manheim Township and the Manheim Township School District

This Intermunicipal Agreement is made this 18th day of January, 2024, by and between MANHEIM TOWNSHIP, a Pennsylvania municipality with an address of 1840 Municipal Drive, Lancaster, Pennsylvania 17601 operating as a Township of the First Class under the laws of the Commonwealth of Pennsylvania (“Township”) and the MANHEIM TOWNSHIP SCHOOL DISTRICT, a Pennsylvania public school district organized and operating under the Pennsylvania Public School Code of 1949, 24 P.S. § 1-101 et seq., as amended, with an address of 450 A Candlewyck Road, Lancaster, Pennsylvania 17606 (“District”).

WITNESSETH:

WHEREAS, the Township and the District each own, maintain and operate recreational, park and athletic facilities (the “Facilities”);

WHEREAS, the Township Board of Commissioners and the Board of School Directors of the District have determined that it is in the interest of the Township and the District to allow for the coordinated use and sharing of their respective Facilities and to jointly plan and host community-wide events;

WHEREAS, the parties desire to enter into this Intermunicipal Agreement for the purpose of establishing a joint committee that can coordinate the shared use of the Facilities and develop proposals for how the Facilities could be used to benefit the community; and

WHEREAS, Act 80 of 2019, 53 Pa. C.S. §2301, *et seq.*, also known as the Intergovernmental Cooperation Act (“ICA”), permits local governments to enter into agreements to cooperate in the performance of their respective functions, powers and / or responsibilities;

WHEREAS, the Township and District both constitute a “local government” as that term is defined under the ICA;

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

1. **Background.** The foregoing background recitals are incorporated into and made a part of this Agreement.

2. **Purpose of Agreement.** The purpose and intent of this Agreement is for the Township and the District to establish a joint committee to coordinate the shared use of Facilities and to collaborate on ways the Facilities could be utilized for activities, events and programs that serve the Manheim Township community. This Agreement sets forth the committee's name, composition, authority, responsibilities and functions.

3. **Establishment of the Committee.**

A. **Name.** The Township and District hereby establish a joint, inter-governmental committee called the "Manheim Township Recreational Advisory Committee" ("Committee").

B. **Structure and Organization.** The Committee shall consist of nine (9) members to be selected as follows:

1) Three (3) members shall consist of Township staff members appointed by the Township Manager. The Township Manager shall have the right and sole discretion to replace and / or remove any of the Township staff members on the Committee at any time.

2) Three (3) members shall consist of District staff members appointed by the District Superintendent. The District Superintendent shall have the right and sole discretion to replace and or remove any of the District staff members on the Committee at any time.

3) The Township Manager and District Superintendent shall jointly agree upon three (3) residents of Manheim Township to serve on the Committee. Township residents interested in being selected to serve on the Committee shall submit a completed "Volunteer Application" to the Township's municipal office for consideration by the Township and District. The residents on the Committee shall serve staggered three (3) year terms and may be reappointed for up to two (2) consecutive terms. The initial appointment of the three resident committee members shall be for a one-year term, two-year term and three-year term. The Township Manager and District Superintendent shall have the right and discretion to replace and or remove any resident committee member at any time and for any reason as long as both agree that is in the best interest of the Committee to take such action.

C. **Leadership.** The Committee shall appoint a Chair, Vice-Chair and Secretary. The Chair and Vice-Chair must be Township or District staff members and both cannot be from the Township or District at the same time. For example, if the Chair is a District staff member, the Vice-Chair must be a Township staff member. The Chair shall be responsible for running all meetings and providing leadership to the Committee. The Vice-Chair shall undertake the responsibilities of the Chair when the Chair is unavailable or unable to assume these responsibilities. The Secretary shall be responsible for maintaining meeting minutes and recording them in a minute book.

D. **Meetings.** The Committee shall meet at a minimum once a quarter. All meetings of the Committee shall be open to the public and provide an opportunity for public comment, subject to reasonable rules and regulations in accordance with the Pennsylvania Sunshine Act. Notice of the date, time, location and agenda for each meeting of the Committee shall comply with the Sunshine Act. All meeting minutes of the Committee and any official reports, findings or recommendations shall be available for review and copying by the public.

E. **Authority of the Committee.** The Committee shall have the authority to develop, monitor and maintain a master schedule for the joint use and/or sharing of Facilities and to schedule events accordingly. Notwithstanding the foregoing, nothing in this Agreement provides the Committee authority to compel the use of a party's facilities for a particular purpose without their express consent. The Committee is prohibited from incurring expenses, making payments, entering contracts, leases or obligations or otherwise binding the Township or the District without the expressed consent of the Township Manager and the Board of School Directors of the District.

F. **Responsibilities of the Committee.** The Committee shall be responsible for working cooperatively to:

- 1) Develop policies and procedures for the joint use and sharing of Facilities;
- 2) Develop and maintain a master schedule for the joint use and sharing of Facilities;
- 3) Evaluate and make recommendations regarding maintenance, capital improvements or additional facilities that the Committee determines should be considered by the Township and / or District;

4) Develop proposals for community events, programs and activities that can be jointly undertaken by the Township and the District;

5) Respond to requests or questions from the Township Manager and/or District Superintendent related to the joint use and sharing of Facilities or regarding proposed events, programs or activities;

6) Prepare an annual report for the Township Board of Commissioners and the Board of School Directors of the District summarizing the Committee's work for the prior year and any recommendations or proposals.

G. **Standing Committee.** The Committee shall be considered a standing committee. The Committee may be disbanded at any time by resolution adopted by the Township Board of Commissioners or by the Board of School Directors of the District. If either the Township or the District adopts such a resolution, the Committee shall be disbanded upon the date of such adoption.

4. **Good Faith.** The parties shall at all times deal in good faith with each other as to the subject matter of this Agreement and the transactions contemplated hereby.

5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the law of the Commonwealth of Pennsylvania. No part of this Agreement shall be construed to require either party to perform any action inconsistent with any governing law applicable to each.

6. **Independence of the Parties.** Each party to this Agreement agrees and recognizes that the other party is a wholly independent agency, or component part thereof, and that this Agreement does not create any employer-employee, agency or similar relationship of any kind whatsoever between them. Each party is solely and only responsible for the acts and omissions of its employees, officers and agents, and for the salaries, benefits and other terms and conditions of employment or engagement of its employees, officers and agents.

7. **Media & Information Requests.** The parties agree to notify each other of any media inquiries or request for information regarding the other made pursuant to the Pennsylvania Right-to-Know Law.

8. **Legal Actions.** The Township and the District voluntarily have entered into this Agreement to work together collaboratively in the joint and shared use of the Facilities. The

Township and the District agree that the only remedy available to them under this Agreement is to terminate the Committee as set forth below.

9. **Termination.** This Agreement may be terminated by either party by providing thirty (30) days written notice.

10. **Control of Facilities.** Nothing in this Agreement shall be construed to provide any legal rights to control or use the other party's facilities and the Township and District shall retain full authority and control over their respective facilities. Notwithstanding their desire to enter into this agreement to benefit the broader Manheim Township community, both the Township and District agree that nothing in this agreement shall be construed to require that either party prioritize any outside facility use request over their own primary scheduling obligations, commitments, or functions.

11. **Intergovernmental Cooperation Act.** The parties have passed an ordinance or resolution pursuant to the Intergovernmental Cooperation Act to authorize the execution of this Agreement.

12. **Severability.** Should any of the provisions of this Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provisions have not been contained herein.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. No other prior or contemporaneous oral or written understandings exist with regards to this relationship.

14. **Amendments and Modifications.** This Agreement may not be amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written.

TOWNSHIP OF MANHEIM

BY: Donna E. Shry

ATTEST:

R. Karr

MANHEIM TOWNSHIP SCHOOL DISTRICT:

BY: Nikki Rivera

ATTEST:

Jennifer Dawson