

# Memorandum of Understanding

This Memorandum of Understanding is made on this date \_\_\_\_\_, by and between the Pottstown Area Health & Wellness Foundation, hereinafter referred to as PAHWF; the Pottstown Area Regional Recreation Committee, hereinafter referred to as PARRC; and the Schuylkill River Greenways, hereinafter referred to as SRGA; for the purpose of outlining their roles as cooperative partners in the Pottstown Area Regional Recreation (PARR) program.

Whereas PAHWF, PARRC, and SRGA (the Partners) desire to enter into a Memorandum of Understanding among them, setting out the working arrangements that each of the Partners agree are necessary to implement the PARR program.

## **Obligation of the Partners**

The Partners acknowledge that no contractual relationship is created among them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is united, visible, responsive leadership of the PARR program and to demonstrate financial, administrative, and managerial commitment to the PARR program by means of the following individual services.

## **Roles and Responsibilities**

PARRC will serve as the fiscal agent for the PARR program and will meet on a regular basis to oversee the PARR program. The Regional Recreation and Parks Planner will report to PARRC.

SRGA will provide office space, payroll services, and benefits for the Regional Recreation and Parks Planner. Benefits will include retirement, health insurance, taxes, all withholdings, paid vacation and paid holidays. SRGA will provide payroll services, including taxes and all withholdings for the part-time Recreation Assistant position as required. PAHWF and the participating municipalities will contribute funds to SRGA to cover the salary, benefits, mileage reimbursement, and office space for the PARR program. Participating municipalities, in accordance with their signed Funding Resolutions, agree to contribute to the costs of the Regional Recreation Planner and Recreation Assistant positions and shall provide the PARRC Treasurer with a check for the full amount of each year's contribution on or before August 1<sup>st</sup> of each year. PAHWF's annual contribution will be contingent upon receipt and approval of a financial report from SRGA for the prior year demonstrating funds were allocated in accordance with this agreement.

Funding contributions are as follows for the period of September 1, 2024 to August 31, 2029:

<b>Partners (6)</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Municipality 1	\$9,412	\$9,705	\$10,009	\$10,323	\$10,649
Municipality 2	\$9,412	\$9,705	\$10,009	\$10,323	\$10,649
Municipality 3	\$9,412	\$9,705	\$10,009	\$10,323	\$10,649
Municipality 4	\$9,412	\$9,705	\$10,009	\$10,323	\$10,649
Municipality 5	\$9,412	\$9,705	\$10,009	\$10,323	\$10,649
Municipality 6	\$9,412	\$9,705	\$10,009	\$10,323	\$10,649
PAHWF	\$67,952	\$71,542	\$72,205	\$74,443	\$76,759
<b>Partners (7)</b>					
<b>Partners (7)</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Municipality 1	\$8,067	\$8,319	\$8,579	\$8,848	\$9,128
Municipality 2	\$8,067	\$8,319	\$8,579	\$8,848	\$9,128
Municipality 3	\$8,067	\$8,319	\$8,579	\$8,848	\$9,128
Municipality 4	\$8,067	\$8,319	\$8,579	\$8,848	\$9,128
Municipality 5	\$8,067	\$8,319	\$8,579	\$8,848	\$9,128
Municipality 6	\$8,067	\$8,319	\$8,579	\$8,848	\$9,128
Municipality 7	\$8,067	\$8,319	\$8,579	\$8,848	\$9,128
PAHWF	\$48,018	\$49,080	\$50,178	\$51,306	\$52,470
<b>Partners (8)*</b>					
<b>Partners (8)*</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Douglass Township	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
Lower Pottsgrove Township	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
North Coventry Township	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
Pottstown Borough	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
Upper Pottsgrove Township	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
West Pottsgrove Township	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
East Coventry Township	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
Washington Township	\$8,494	\$8,756	\$9,025	\$9,305	\$9,595
PAHWF	\$59,416	\$60,712	\$62,056	\$62,632	\$64,848

\* Eight (8) participating municipalities requires the retention of a part-time Recreation Assistant position working remotely.

It is anticipated that SRGA will allocate contributions for six (6) or seven (7) partnering municipalities as follows:

<b>PROGRAM EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Salary-FT	\$83,936	\$86,454	\$89,048	\$91,719	\$94,471
Benefits & Taxes	\$20,000	\$21,000	\$22,050	\$23,153	\$24,310
Mileage Reimbursement	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Office Space & Admin	\$7,800	\$7,800	\$7,800	\$7,800	\$7,800

It is anticipated SRGA will allocate contributions for eight (8) participating municipalities as follows:

<b>PROGRAM EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Salary-FT	\$83,936	\$86,454	\$89,048	\$91,719	\$94,471
Benefits	\$20,000	\$21,000	\$22,050	\$23,153	\$24,310
Mileage Reimbursement	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Office Space & Admin	\$7,800	\$7,800	\$7,800	\$7,800	\$7,800
Salary-PT Assistant	\$22,067	\$22,729	\$23,411	\$24,113	\$24,836
Mileage Reimbursement	\$600	\$600	\$600	\$600	\$600
Office Space & Admin	\$300	\$300	\$300	\$300	\$300

Anticipated allocations above are based on the current accepted municipal funding resolutions and associated financial projections. Salary allocations may be subject to change dependent upon the unanimous consent of PARRC Board members offered at annual performance review sessions while remaining within the confines of the funding contributions defined about.

PAHWF will reimburse SRGA for all equipment purchase and installation fees for computers, phone service, furniture, and office reconfiguration if needed as it relates to working accommodations for the Regional Recreation and Parks Planner. PAHWF will provide SRGA with the funds necessary to cover any additional costs associated with benefits and rent if needed. PAHWF agrees to indemnify, defend, and hold harmless SRGA from and against any and all (“Claims”) where such claim is based on or arises out of the employment relationship between SRGA and the Regional Recreation and Parks Planner or Recreation Assistant; provided, however, that (i) PAHWF would have no indemnification obligation with respect to any Claim to the extent that such Claim is based on or arises from the negligence or willful misconduct on the part of SRGA as the W-2 employer of the Regional Recreation and Parks Planner or Recreation Assistant; and (ii) the indemnification obligations of the PAHWF would be limited to 75% of each claim.

At the close of each SRGA fiscal year, any and all unspent and unallocated PARRC operating funds held by SRGA will be returned to PARRC to be held in reserves and used in accordance with PARRC’s existing financial procedures. Reserve funds may be used to offset unexpected operating expenses, help to defray unbudgeted increases in healthcare costs, or to fund discretionary performance-based bonuses to PARRC employees, as determined by unanimous consent of the PARRC members. In the event reserve funds reach 50% of the annual contribution to SRG per the current funding resolution, a refund will be issued to all funding organizations in an amount determined by the PARRC Board in keeping with established financial procedures.

**Timeline**

Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 9/1/2024 through 8/31/2029.

**Commitment to Partnership**

We, the undersigned, have read and agree with this Memorandum of Understanding.

For PAHWF:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For PARRC:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For SRGA:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_