

## **AMENDMENT TO THE MUTUAL RECREATION AGREEMENT OF 1983**

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of June, 2023, by and between the **BOROUGH OF WELLSBORO**, a municipal and political subdivision of the Commonwealth of Pennsylvania, with offices at 14 Crafton Street, Wellsboro, Tioga County, Pennsylvania 16901 (hereinafter the “Borough”)

A N D

the **WELLSBORO AREA SCHOOL DISTRICT**, organized and existing pursuant to the Pennsylvania Public School Code of 1949, as amended and supplemented, with an address of 227 Nichol Street, Wellsboro, Pennsylvania (hereinafter referred to as “School District” or “Board of School Directors” or “Board”).

### **W I T N E S S E T H:**

**WHEREAS**, in 1983, Wellsboro Area School District, a public school district of the Commonwealth of Pennsylvania, the Borough of Wellsboro, a municipal corporation of the Commonwealth of Pennsylvania, and Soldiers & Sailors Memorial Hospital, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as “S&S”), entered into a Mutual Recreation Agreement that established Wellsboro Parks and Recreation; and

**WHEREAS**, the Borough Council approved the Mutual Recreation Agreement by Motion of February 14, 1983; and

**WHEREAS**, Wellsboro Area School District approved the Mutual Recreation Agreement by Motion dated May 11, 1983; and

**WHEREAS**, the Mutual Recreation Agreement of 1983 set forth the duties, obligations, and responsibilities of the respective creating entities; and

**WHEREAS**, Soldiers & Sailors Memorial Hospital merged with the Susquehanna Health System, which subsequently merged with the University of Pittsburgh Medical Center (hereinafter referred to as “UPMC Wellsboro”); and

**WHEREAS**, in 2021 UPMC Wellsboro notified the District and the Borough that they no longer intended to contribute financially to the Wellsboro Parks and Recreation Program; and

**WHEREAS**, the District and the Borough see the benefit to continuing the Wellsboro Parks and Recreation Program notwithstanding UPMC Wellsboro's decision to withdraw financial support; and

**WHEREAS**, this Amendment shall be known as the Amendment to the Mutual Recreation Agreement of 2023; and

**WHEREAS**, Wellsboro Borough and Wellsboro Area School District desire to enter into this Amendment to the Mutual Recreation Agreement to allow the Wellsboro Parks and Recreation Program to continue to provide the great benefit to the community; and

**WHEREAS**, as Contracting Parties, the School District and the Borough agree as follows.

**NOW, THEREFORE**, the parties to this Agreement, in consideration of mutual covenants and promises contained herein, all intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. The Mutual Recreation Agreement of 1983 is updated and modified consistent with this Amendment to the Mutual Recreation Agreement.
3. Paragraph 4(c) of the 1983 Mutual Recreation Agreement under Executive Committee is amended to read as follows:

The Executive Committee shall be composed of two representatives from each of the contracting parties and three at-large members selected by the Parties from the Borough of Wellsboro and the Townships comprising Wellsboro Area School District.

The original Mutual Recreation Agreement of 1983 contemplated there being three Contracting Parties (Wellsboro Borough, Wellsboro Area School District, Soldiers & Sailors Hospital). The three Contracting Parties were given two seats on the Executive Committee and there were three at-large members as referenced above.

Because UPMC Wellsboro (the successor to Soldiers & Sailors Hospital) withdrew as a Contracting Party, their two representative seats will be divided between the remaining Contracting Parties. In the event UPMC

Wellsboro decides it wants to participate as a Contracting Party, the two seats will be granted back to UPMC Wellsboro.

4. Currently, the Borough and the School District agree to continue the Wellsboro Parks and Recreation Program. The School District and the Borough agree to the following duties and responsibilities as negotiated between the entities, a copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

5. The Borough and the School District are open to UPMC Wellsboro maintaining its contractual relationship in the Mutual Recreation Agreement of 1983 and this Amendment. If UPMC Wellsboro decides to reengage as a contracting party to be part of the Wellsboro Parks and Recreation Program, it is respectfully requested that UPMC Wellsboro provide the same financial support they were for the salary of the Parks and Recreation Director, or they share one-third of the cost of the Program.

6. If UPMC Wellsboro would like to be party to this, the Mutual Recreation Agreement of 1983 and this Amendment can be updated to reflect UPMC Wellsboro's participation.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be mutually executed by their proper corporate and authorized officers and affix their respective seals of the entities, the day and year first above written.

Attest:

BOROUGH COUNCIL  
BOROUGH OF WELLSBORO

\_\_\_\_\_  
Borough Secretary

(SEAL)

By: \_\_\_\_\_  
(Vice) President

Attest:

BOARD OF SCHOOL DIRECTORS  
WELLSBORO AREA SCHOOL DISTRICT

\_\_\_\_\_  
Board Secretary

(SEAL)

By: \_\_\_\_\_  
(Vice) President

## EXHIBIT "A"

1. Borough and District will share salary/benefits for the following employees:

- Parks & Recreation Director
- Parks & Recreation Secretary/Administration Personnel

The offices for these positions will be housed at the Wellsboro Brough Office and will report directly to the Borough Manager.

2. The Wellsboro Area School District will provide one staff member as the primary scheduling liaison between Parks & Recreation and the School District. This individual will be provided with dates/location/times for programming and will enter them into the District scheduling software.
3. A vehicle for the Parks & Recreation Director will be provided and maintained by the Borough, all other deemed necessary equipment costs will be split between the Borough and the District.
4. Janitorial costs and costs associated with the School District's buildings will be absorbed by the School District.
5. Parks and pool equipment and maintenance costs will be absorbed by the Borough.
6. Liability insurance and other costs associated with Parks and Rec will be split between the entities as deemed necessary.
7. All adult program participants must register with Parks and Rec and a fee charged. Adult programs may be pre-empted or canceled due to school events which take precedence.
8. The School Athletic Director shall be included in meetings and on an as needed basis with the Parks and Rec Director.