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June 14, 2023

REGIONAL RECREATION SERVICES AGREEMENT

between

**SPRING GROVE BOROUGH, PARADISE TOWNSHIP, JACKSON TOWNSHIP,
AND THE SPRING GROVE AREA SCHOOL DISTRICT**

and

YMCA OF THE ROSES

effective as of

_____, 2023

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REGIONAL RECREATION SERVICES AGREEMENT

This Regional Recreation Services Agreement (as amended from time to time, this “**Agreement**”), effective as of _____, 2023 (the “**Effective Date**”), is entered into between Spring Grove Borough, Paradise Township, Jackson Township, and the Spring Grove Area School District (collectively, the “**Participants**”), and the YMCA of the Roses, a Pennsylvania non-profit corporation (“**Service Provider**”).

BACKGROUND

A. Service Provider is a Pennsylvania non-profit corporation formed exclusively for charitable, religious and educational purposes as such is defined in Section 501(c)(3) of the Internal Revenue Code, including without limitation, to help men, women, boys and girls develop character, by maintenance and support of such activities and services as contribute to their physical, social, mental and spiritual growth.

B. Participants are parties to that certain intergovernmental cooperation agreement, as amended and restated by that Fourth Amendment to Intergovernmental Agreement of Cooperation dated August 13, 2018 (the “**Intergovernmental Agreement**”), which, among other things, provided for the creation and administration of a joint community recreation and parks program (the “**Program**”).

C. The purpose of the Program was to provide a framework and mechanism to adequately maintain community recreation and parks services and facilities, and to organize, manage, sponsor, and supervise community events and grants within the political boundaries of the Participants through joint efforts rather than by separate efforts of each Participant.

D. The Intergovernmental Agreement provided for the creation of the Spring Grove Regional Parks and Recreation Center, a Pennsylvania non-profit corporation which is organized exclusively for charitable and educational purposes as such is defined in Section 501(c)(3) of the Internal Revenue Code (“**SGRPRC**”), to operate, administer and maintain the Program, as well as to foster collaboration and cooperation among the Participants.

E. After careful consideration and discussion with their respective advisers, the Participants have determined it is in their best interests to engage the Service Provider to operate, administer and maintain the Program.

F. Since SGRPRC and Service Provider are both 501(c)(3) tax-exempt organizations with charitable purposes which are similar, the parties believe that Service Provider is best suited to administer the Program moving forward.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Participants and Service Provider hereby agree as follows:

ARTICLE I
SERVICES

Section 1.01 Provision of Services.

(a) Service Provider agrees to provide, or to cause its affiliates to provide, the services (the "**Services**") set forth on Exhibit A attached hereto and incorporated herein (as such exhibit may be amended or supplemented from time to time, the "**Service Exhibit**") to Participants on the terms and conditions set forth in this Agreement and in the Service Exhibit.

(b) Notwithstanding the contents of the Service Exhibit, Service Provider agrees to respond in good faith to any reasonable request by Participants for access to any additional services that are necessary for the operation of the Program and which are not currently contemplated in the Service Exhibit, on terms to be agreed upon after good faith negotiations between the parties. Any such additional services so provided by Service Provider shall constitute Services under this Agreement and be subject in all respect to the provisions of this Agreement as if fully set forth on a Service Exhibit as of the date hereof.

(c) Subject to **Section 2.03**, **Section 2.04** and **Section 3.05**, the obligations of Service Provider under this Agreement to provide Services shall begin on the Effective Date, and continue until the 5th year anniversary of the Effective Date (the "**Initial Term**"). After the Initial Term, this Agreement shall automatically renew for additional three (3) year terms unless a Participant gives at least one (1) year's prior written notice to the parties of its intention to withdraw from the Agreement. A Participant's withdrawal from this Agreement shall not terminate this Agreement among the remaining parties; provided, however, that if the Service Provider elects to withdraw from this Agreement, this Agreement shall be terminated in its entirety in accordance with Article III. In the event the Service Provider intends to withdraw from this Agreement, it shall give not less than three (3) years' prior written notice to the parties of its intention to withdraw.

(d) Any of the terms of a Service Exhibit shall be deemed amended by (i) the execution and delivery of a Service Exhibit Amendment ("**Service Exhibit Amendment**") and (ii) the prior approval of such Service Exhibit Amendment by the respective boards of directors of the Service Provider and Participants.

(e) Nothing contained herein shall preclude or prohibit the Participants, whether individually or a group thereof, from sponsoring, holding or otherwise offering recreation, community or other similar services to its resident or the community members, provided that such services are not in direct competition with similar services provided by the Service Provider for a fee. Further, the Participants shall have the use of the Facilities to the extent the same are available for use at the desired time and date.

Section 1.02 Standard of Service.

(a) Service Provider represents, warrants and agrees that the Services shall be provided in good faith, in accordance with applicable laws and regulations and, except as specifically provided in the Service Exhibit, in a manner generally consistent as to quality with the historical provision of the Services provided by SGRPRC and with the same standard of care as historically provided. Subject to **Section 1.03**, Service Provider agrees to assign sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in the preceding sentence.

(b) Except as expressly set forth in **Section 1.02(a)** or in any Services Exhibit entered into hereunder, Service Provider makes no representations and warranties of any kind, implied or expressed, with respect to the Services, including, without limitation, no warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed. Participants acknowledge and agree that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the parties and that all Services are provided by Service Provider as an independent contractor.

(c) Participants and Service Provider shall take care to follow the requirements and directions of the Service Provider with respect to the preservation of Service Provider's tax status as approved by the U.S. Internal Revenue Service and shall take such actions, including, but not limited to the segregation of funds and separate accounting for revenues and their expenditure, as may be recommended by the Participant's and Service Provider's respective certified public accountants.

Section 1.03 Third-Party Service Providers. It is understood and agreed that Service Provider shall have the right to hire third-party service providers or subcontractors to provide all or part of any Service hereunder; *provided, however*, that in the event such subcontracting is inconsistent with past practices of Service Provider or such subcontractor is not already engaged with respect to such Service as of the date hereof, Service Provider shall obtain the prior written consent of Participants to hire such subcontractor, such consent not to be unreasonably withheld. Service Provider shall in all cases retain responsibility for the provision to Participants of Services to be performed by any third-party service provider or subcontractor or by any of Service Provider's affiliates.

Section 1.04 Access to Premises; Place of Primary Operations.

(a) In order to enable the provision of the Services by Service Provider, Participants agree that they shall provide to Service Provider's and its affiliates' employees and any third-party service providers or subcontractors who provide Services, at no cost to Service Provider, access to its facilities and properties to the extent necessary for Service Provider to fulfill its obligations under this Agreement.

(b) Service Provider agrees that all of its and its affiliates' employees and any third-party service providers and subcontractors, when on the property of Participants or when given access to any properties owned or controlled by Participants, shall conform to the policies and procedures of

Participants concerning health, safety and security which are made known to Service Provider in advance in writing, including, without limitation, required background checks.

(c) Notwithstanding the foregoing, the parties acknowledge and agree that as of the Effective Date hereof, the Service Provider and the Spring Grove Area School District are currently parties to that certain Agreement of Sale dated May 9, 2022, as amended (the “**Real Estate Agreement**”), pursuant to which the Spring Grove Area School District has agreed to sell, and Service Provider has agreed to purchase, a condominium unit in the building located at 1472 Roth’s Church Road, Spring Grove, York County, Pennsylvania 17362 (the “**Property**”). The parties acknowledge and agree that the Property is intended to be the Service Provider’s primary place of operations in providing the Services. Until closing of the transaction contemplated by the Real Estate Agreement, the Spring Grove Area School District shall permit access and occupancy of the Property by Service Provider, free of charge, for Service Provider’s provision of the Services hereunder, subject to the right of the School District to share costs and expenses associated with the maintenance, repair and/or use of the Property to the extent that such costs and expenses exceed the average and customary costs and expenses incurred by the Property as of the day immediately preceding the Effective Date of this Agreement.

Section 1.05 Service Provider Governance and Operations

(a) The Services shall be conducted and performed through a “branch” of the YMCA of the Roses called “The Spring Grove Regional Branch of the YMCA of the Roses.” All operations of the Branch will be governed by and subject to the terms and conditions of the Rules of Operation of the Spring Grove Branch of the YMCA of the Roses, the form and substance of which are set forth on Exhibit B attached hereto and incorporated herein (the “**Rules of Operation**”).

(b) The Service Provider and Participants shall have the ability to appoint representatives to the Branch Board, as set forth in the Rules of Operation. The members of the initial Branch Board are set forth on Exhibit C attached hereto and incorporated herein.

ARTICLE II COMPENSATION

Section 2.01 Responsibility for Wages and Fees. For such time as any employees of Service Provider or any of its affiliates are providing the Services to Participants under this Agreement, (a) such employees will remain employees of Service Provider or such affiliate, as applicable, and shall not be deemed to be employees of Participants for any purpose, and (b) Service Provider or such affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable taxes relating to such employment.

Section 2.02 Terms of Payment and Related Matters.

(a) As consideration for provision of the Services, Participants shall annually appropriate, budget and remit to Service Provider a sum of money, which shall be adequate for the operation and administration of the Program (the “**Annual Payment**”). Each Participant’s share of the Annual Payment shall be determined by a per capita charge based upon the population of each respective Participant according to the most recent census data; provided, however, that the Spring Grove Area School District shall have no annual appropriation or budget requirement hereunder. The census data used to calculate each Participant’s share of the Annual Payment shall be examined annually, utilizing the most current figures available from the York County Planning Commission, as published in the annual Public Dictionary of Public Officials or successor publication. The Annual Payment shall be payable in equal quarterly installments.

(b) As of the Effective Date, each Participant has agreed to pay a per capita charge of Seven and 00/100 Dollars \$7.00 per year which shall be adjusted annually in accordance with this Agreement. In no event shall the annual adjustment in any one (1) year exceed ten (10%)

(c) It is the intent of the parties that the compensation and reimbursement set forth herein reasonably approximates the cost of providing the Services, including the cost of employee wages and compensation, without any intent to cause Service Provider to receive profit or incur loss. If at any time Service Provider believes that the payments contemplated hereunder are materially insufficient to compensate it for the cost of providing the Services it is obligated to provide hereunder, or Participants believe that the payments contemplated hereunder materially overcompensate Service Provider for such Services, such party shall notify the other party as soon as possible, and the parties hereto will commence good faith negotiations toward an agreement in writing as to the appropriate course of action with respect to pricing of such Services for future periods.

(d) It is further the intent of the parties that the rates charged by Service Provider as compensation and reimbursement for the Services provided under the Service Exhibits be substantially equal to the rates charged by Service Provider in similar agreements with other organizations for similar Services.

Section 2.03 Extension of Services. The parties agree that Service Provider shall not be obligated to perform any Service after the expiration of the term this Agreement; *provided, however*, that if Participants desire and Service Provider agrees to continue to perform any of the Services after the applicable term, the parties shall negotiate in good faith to determine a new termination date and an amount that compensates Service Provider for all of its costs for such performance, including the time of its employees and its Out-of-Pocket Costs. The revised terms shall be set forth in an executed and approved Service Exhibit Amendment. The Services so performed by Service Provider pursuant to the Service Exhibit Amendment shall continue to constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon extension period.

Section 2.04 Terminated Services. Upon termination or expiration of any Service pursuant to this Agreement, or upon the termination of this Agreement in its entirety, Service Provider shall have no further obligation to provide the applicable terminated Services and Participants will have no obligation

to pay any future compensation or Out-of-Pocket Costs relating to such Services (other than for or in respect of Services already provided in accordance with the terms of this Agreement and received by Participants prior to such termination).

Section 2.05 Payment Disputes. In the event of a dispute relating to a reconciliation, required by **Section 2.02(c)** above, the disputing party shall deliver a written statement to the other party no later than forty-five (45) days prior to the date payment is due on the disputed reconciliation listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within such forty-five (45) day period. The parties shall seek to resolve all such disputes expeditiously and in good faith. Service Provider shall continue performing the Services in accordance with this Agreement pending resolution of any reconciliation dispute.

Section 2.06 No Right of Setoff. Each of the parties hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to the other party, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other party.

Section 2.07 Taxes on Services. Participants shall be responsible for all sales or use taxes imposed or assessed as a result of the provision of Services by Service Provider. To the extent that the Participants are sales tax-exempt entities, no such taxes are contemplated.

ARTICLE III TERMINATION

Section 3.01 Termination of Agreement. Subject to **Section 3.04** below, this Agreement shall terminate in its entirety (i) on the date upon which Service Provider shall have no continuing obligation to perform any Services in accordance with **Section 1.01(c)** or **Section 3.02** or (ii) in accordance with **Section 3.03**.

Section 3.02 Breach. Any party (the "**Non-Breaching Party**") may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon prior written notice to the other party (the "**Breaching Party**") if the Breaching Party has failed (other than pursuant to **Section 3.05**) to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of thirty (30) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching party seeking to terminate such service. For the avoidance of doubt, non-payment by Participants for a Service provided by Service Provider in accordance with this Agreement and not the subject of a good-faith dispute shall be deemed a breach for purposes of this **Section 3.02**.

Section 3.03 Insolvency. In the event that either party hereto shall (i) file a petition in bankruptcy, (ii) become or be declared insolvent, or become the subject of any proceedings (not dismissed within sixty (60) days) related to its liquidation, insolvency or the appointment of a receiver, (iii) make an assignment on behalf of all or substantially all of its creditors, or (iv) take any corporate action for its winding up or dissolution, then the other party shall have the right to terminate this Agreement by providing written notice in accordance with **Section 6.01**.

Section 3.04 Effect of Termination. Upon termination of this Agreement in its entirety pursuant to **Section 3.01**, all obligations of the parties hereto shall terminate, except for the provisions of **Section 2.04, Section 2.06, Section 2.07, Article IV, Article V and Article VI**, which shall survive any termination or expiration of this Agreement. Any personal property of the Service Provider used solely and exclusively for the provision of Services under this Agreement shall, at the election of the Participants, be distributed among the municipal Participants.

Section 3.05 Force Majeure. The obligations of Service Provider under this Agreement with respect to any Service shall be suspended during the period and to the extent that Service Provider is prevented or hindered from providing such Service, or Participants are prevented or hindered from receiving such Service, due to any of the following causes beyond such party's reasonable control (such causes, "**Force Majeure Events**"): (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) governmental order or law, (v) actions, embargoes or blockades in effect on or after the date of this Agreement, (vi) action by any governmental authority, (vii) national or regional emergency, including pandemic, (viii) strikes, labor stoppages or slowdowns or other industrial disturbances, (ix) shortage of adequate power or transportation facilities, or (x) any other event which is beyond the reasonable control of such party. The party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other party stating the date and extent of such suspension and the cause thereof, and Service Provider shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Neither Participants nor Service Provider shall be liable for the nonperformance or delay in performance of its respective obligations under this Agreement when such failure is due to a Force Majeure Event. The applicable termination date for any Service so suspended shall be automatically extended for a period of time equal to the time lost by reason of the suspension.

ARTICLE IV CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Section 4.01 Confidentiality.

(a) During the term of this Agreement and thereafter, the parties hereto shall, and shall instruct their respective representatives to, maintain in confidence and not disclose the other party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or

preserved, whether written or oral (any such information, "**Confidential Information**"). Each party hereto shall use the same degree of care, but no less than reasonable care, to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the parties, any party receiving any Confidential Information of the other party (the "**Receiving Party**") may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "**Permitted Purpose**"). Any Receiving Party may disclose such Confidential Information only to its Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this **Section 4.01** and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; *provided, however*, that any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by a governmental order, in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the "**Disclosing Party**"), and take reasonable steps to assist in contesting such governmental order or in protecting the Disclosing Party's rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose under such governmental order.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its representatives in breach of this **Section 4.01**; (ii) was rightfully received from a third party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

Section 4.02 Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Participants under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Participants or Participants materials shall be owned by Service Provider.

(b) Service Provider hereby grants Participants a license to use all of Service Provider's Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the

extent necessary to enable Participants to make reasonable use of the Deliverables and the Services, subject to payment for the Services.

(c) Participants shall grant to Service Provider a reciprocal license to use all of Participants' Intellectual Property Rights in and to its property free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Service Provider to provide the Services under this Agreement.

ARTICLE V LIMITATION ON LIABILITY; INDEMNIFICATION

Section 5.01 Limitation on Liability. In no event shall Service Provider have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. Participants acknowledges that the Services to be provided to it hereunder are subject to, and that its remedies under this Agreement are limited by, the applicable provisions of **Section 1.02**, including the limitations on representations and warranties with respect to the Services.

Section 5.02 Indemnification.

(a) Subject to the limitations set forth in **Section 5.01**, Service Provider shall indemnify, defend and hold harmless Participants and its Affiliates and each of their respective Representatives (collectively, the "**Participants Indemnified Parties**") from and against any and all losses of the Participants Indemnified Parties relating to, arising out of or resulting from the negligence or willful misconduct of Service Provider or its Affiliates or any third party that provides a Service to Participants pursuant to **Section 1.03** in connection with the provision of, or failure to provide, any Services to Participants.

(b) Participants shall indemnify, defend and hold harmless Service Provider and its Affiliates and each of their respective Representatives (collectively, the "**Service Provider Indemnified Parties**") from and against any and all losses of the Service Provider Indemnified Parties relating to, arising out of or resulting from the Services provided to Participants under this Agreement unless the same are the result of Service Provider's negligence or willful misconduct.

Section 5.03 Insurance. Each party shall maintain at all times this Agreement is in effect, at its own expense, Commercial General Liability Insurance, Business Auto Insurance, and Workers' Compensation and Employer's Liability insurance policies that each has in place at the time of execution of this Agreement. Each party shall have the opportunity to request and review the insurance policies of any party to this Agreement upon its reasonable request. Notwithstanding the foregoing, the

parties may satisfy the requirements of this Section by providing such services under the terms of this Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.01 Notices. All Invoices, notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 6.01**):

(a) if to Service Provider:

YMCA of the Roses
90 North Newberry Street
York, PA 17401
Att: Larry Richardson, President and CEO

(b) if to Participants:

[To be provided]

Section 6.02 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. The Participants and Service Provider acknowledge and agree upon the accuracy of the Background paragraphs set forth above which are incorporated into this Agreement and into each Service Exhibit by reference.

Section 6.03 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.04 Entire Agreement. This Agreement, including all Service Exhibits, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Service Exhibits as it relates to the Services hereunder, the provisions of this Agreement shall control.

Section 6.05 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.06 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 6.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. Any Service Exhibit incorporated herein may be amended in accordance with **Section 1.01(d)** above. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 6.08 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action or proceeding arising out of or based upon this agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in the City of York and County of York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 6.09 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby. Each party to this agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this **Section 6.09**.

Section 6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 6.11 Joinder of Additional Participants. The parties acknowledge and agree that at any time during the term of the Agreement, the parties may mutually agree to invite other local governmental entities to join the Program as Participants. All mutually acceptable new Participants shall enter into a Participating Agreement with the Service Provider in the form attached hereto as Exhibit D.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PARTICIPANT:

SPRING GROVE BOROUGH

By _____

Name:

Title:

PARADISE TOWNSHIP

By _____

Name:

Title:

JACKSON TOWNSHIP

By _____

Name:

Title:

SPRING GROVE AREA SCHOOL
DISTRICT

By _____

Name:

Title:

SERVICE PROVIDER:

YMCA OF THE ROSES

By _____

Name:

Title:

EXHIBIT A
Description of Services

- Grant Writing
- Obtaining sponsorships for Parks and Recreation programs and events
- Community/Special Events - number and scope of events to be determined annually subject to budget
- Parks and Recreation Community Programs – to include year-round and seasonal activities and programs
- Continual outdoor fitness programs to be provided at Regional Parks locations
- Volunteer, recruitment and coordination for Parks and Recreation events and services, including a point of contact/employee to coordinate with Participant inquiries and information
- Regional Parks Pavilion/building rentals
- Coordinate Field Usage at all Regional Parks and Recreation field locations
- Little Creek Golf Course Clubhouse Management
- Maintaining and growing Community partnerships and interests
- Collaborative programs within the community
- Recruiting instructors for programming at all parks
- Preparing regular reports to Participants as needed or requested, but at least quarterly interaction with municipalities, to include attendance at municipal meetings if requested.
- Recruitment of regional participants

EXHIBIT B
Form of Rules of Operation

See attached.

EXHIBIT C
Initial Composition of Branch Board

[To be Provided]

EXHIBIT D
Form of Participating Agreement

PARTICIPATING AGREEMENT

This Participating Agreement (the “**Participating Agreement**”) is executed and is made effective as of [INSERT PARTICIPATING AGREEMENT EFFECTIVE DATE] (“**Participating Agreement Effective Date**”) by and between [INSERT NAME OF NEW PARTICIPANT] (“**Participant**”), and YMCA of the Roses, a Pennsylvania non-profit corporation (“**Service Provider**”).

WHEREAS, Service Provider is a party to that certain Regional Recreation Services Agreement dated [INSERT SERVICES AGREEMENT DATE] (the “**Agreement**”);

WHEREAS, Participant and Service Provider wish to enter into this Participating Agreement in order for the Service Provider to provide Services to Participant upon the previously negotiated terms and conditions agreed by Service Provider and Spring Grove Borough, Paradise Township, Jackson Township, and the Spring Grove Area School District, as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Definitions. All capitalized words used but not otherwise defined herein will have the meanings ascribed to them in the Agreement.
2. Participation in Agreement Terms. Participant and Service Provider agree to be bound by the terms and conditions of the Agreement, with respect to all Services to be provided by Service Provider to Participant under the terms of the Agreement, which are hereby incorporated herein by reference, as though set forth in full herein. For purposes of interpretation, all obligations and rights of the Participants in the Agreement shall be obligations and rights of Participant.
3. Term and Termination. This Participating Agreement shall commence on the Participating Agreement Effective Date and shall continue in full force and effect until the expiration or termination of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Participating Agreement as of the Participating Agreement Effective Date by their duly authorized representatives on the dates set forth below. By signing below, the undersigned represents and warrants he/she is an authorized representative with all necessary power and authority to execute this Participating Agreement.

[INSERT NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

Date: _____

YMCA OF THE ROSES

By: _____

Name: _____

Title: _____

Date: _____