

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, approved by the Highland Township Board of Supervisors on August 14, 2012 and by the Parkesburg Borough Council on August 20, 2012 and by the Sadsbury Township Board of Supervisors on August 7, 2012 and by the West Sadsbury Board of Supervisors on August 14, 2012 to be effective the 20th day of November 2012, pursuant to the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177, found at 53 Pa. C.S.A. § 2301 et seq., which provides that two or more municipalities in this Commonwealth may jointly cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities.

The municipalities that are parties to this Inter-Municipal Cooperation Agreement are the **Township of Highland**, the **Borough of Parkesburg**, the **Township of Sadsbury** and the **Township of West Sadsbury** all located in Chester County, Pennsylvania, and herein referred to as the “Municipalities”.

WHEREAS, the Municipalities desire to enter into this Inter-Municipal Cooperation Agreement to provide for the pooling of resources and funds for the purpose of establishing and operating a regional fire and emergency services response district, herein referred to as the “Fire District”, cooperating with community non-profits in the use of volunteers, the bidding, purchasing and use of fire and other emergency response equipment and supplies, and the hiring and employment of employees; and

WHEREAS, the governing bodies of the Municipalities believe the interest of the taxpayers in the Municipalities is best served by the pooling of resources and funds for the purpose of establishing and operating the Fire District, cooperating with community non-profits in the use of volunteers, the bidding, purchasing and use of fire and other emergency response equipment and supplies, and the hiring and employment of employees; and, rather than operating as individual and independent municipalities in this capacity; and

WHEREAS, the Municipalities are in agreement as to the manner, creation and operation of an inter-municipal commission, herein referred to as the “Commission” regulating and determining the actions of the Municipalities under this Agreement for the purpose of establishing and operating the Fire District, cooperating with community non-profits in the use of volunteers, the bidding, purchasing and use of fire and other emergency response equipment and supplies, and the hiring and employment of employees; and

WHEREAS, the Municipalities shall jointly assume responsibility for implementing the purpose of this Agreement in each individual Municipality, as outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings herein contained, and intending to be legally bound hereby, the Municipalities mutually agree as follows:

1. Each municipality has passed an Ordinance in accordance with the requirements of the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177, found at 53 Pa. C.S.A. § 2301 et seq., in order to give full force and legal effect to this Agreement.
2. The Municipalities agree that the Fire District shall be established and that the Commission shall assume the responsibilities and functions of the individual municipalities to insure that fire protection and emergency medical services are provided within each municipality, or portion thereof established by designation of "first due" fire protection coverage, while meeting all federal, state and local mandated requirements for providing fire services.
3. The Fire District shall be known as the Keystone Valley Regional Fire District.
4. The Commission shall be known as Keystone Valley Regional Fire Commission.
5. The Commission shall consist of five (5) members, except that for its first year of operation the Commission shall consist of seven (7) members selected as follows:

Four (4) members shall be elected officials of the Municipalities, one from each municipality, chosen by the governing body of each municipality from among the members of its Board of Supervisors or Borough Council. The Mayor shall not be eligible to serve as a member of the Commission.

After the first year of operations, One (1) member shall be a member of one or more of the volunteer fire companies in a relationship with the Fire District under an operating agreement entered into under the terms of Paragraph 10.c. hereafter, such member to be elected in a voting process to include all members of all fire companies serving and in a relationship with the Fire District under such operating agreement.

However, for the first year of operations, and for that year only, Atglen Volunteer Fire Company, Parkesburg Volunteer Fire Company and Pomeroy Volunteer Fire Company shall each select one (1) member who is a member of the volunteer fire company the member is to represent on the Commission.

In the event a municipality or municipalities shall withdraw from this Agreement or in the event an additional municipality or municipalities shall become parties to this Agreement, the municipal membership on the Commission shall decrease or increase proportionally so that each participant municipality shall have an elected official as a member on the Commission.

6. All action of the Commission shall be by the vote of a simple majority. Each Commission Member shall have one vote in the voting of the Commission. Each member shall serve as a representative of the municipality or volunteer fire company or companies appointing that member and as a representative of that municipality or

volunteer fire company or companies shall report on the actions of the Commission to the governing body of that municipality or volunteer fire company or companies.

7. The Commission shall hire an employee to be known as the “Fire Administrator” who shall be the chief operating officer of the Fire District and who shall serve under the direction and supervision of the Commission. The Fire Administrator shall serve as an ex officio member of the Commission but with no voting rights.
8. The Municipalities agree to supply the funding set forth in this Agreement to maintain the operational functions of the Fire District effectively and to assist the Commission in carrying out its duties and responsibilities under this Agreement
9. The Municipalities agree that each shall contribute financial funding for the operation of the Fire District, on a proportionate basis, in shares equal to the proportion of each municipality’s total assessed value of all taxable parcels of land and improvements in that portion of each municipality designated as and owed “first due” fire protection coverage from Atglen Volunteer Fire Company, Parkesburg Volunteer Fire Company and Pomeroy Volunteer Fire Company and any other fire company serving the Fire District, as shown in the last certified County assessment. Such proportionate shares shall be adjusted on an annual basis as a part of the approval of the budget by the Commission, to be effective on the first day of the following fiscal year.
10. During its initial partial year of operation the Commission shall prepare and submit to the Municipalities for ratification the following documents:
 - a. Bylaws for the operation of the Fire District and the Commission including but not limited to the governance structure of the Commission, as well as the duties and responsibilities of the Fire District to insure that fire protection and emergency medical services are provided within each municipality.
 - b. A job description for the Fire Administrator position
 - c. An operating agreement defining the relationship between the Fire District and Atglen Volunteer Fire Company, Parkesburg Volunteer Fire Company and Pomeroy Volunteer Fire Company and any other fire company seeking to serve the Fire District.
 - d. A budget for the first full calendar fiscal year of operations for the Fire District
 - e. Arrange for Workers’ Compensation coverage for fire and emergency medical responders.
 - f. Provide for local and regional mutual aid agreements with other fire companies and departments and municipalities as appropriate.
11. The budget approved by the Commission for each calendar fiscal year thereafter shall not increase over the total operational spending of the previous calendar fiscal year by a percentage increase of more than the consumer price index (CPI) for the 12 months period ending with August of the then current calendar fiscal year unless the budget is also approved by the governing body of each of the Municipalities. The Commission

may establish the particular CPI to be used by resolution at the time of the reorganization meeting

Any budget referred to the Municipalities for approval under the terms of this paragraph and not approved unanimously by the Municipalities will be returned to the Commission for reconsideration and resubmission.

If at any time a budget is not approved by October 1 of any operational year the budget under consideration shall default to the budget as approved for the then current operational year.

12. The Commission has the power to enter into contracts for policies of group insurance and other employee benefits, including social security, for employees retained in accordance with this agreement and may do so by partnering with one or more of the Municipalities or with other appropriate entities.
13. The Municipalities agree that, in the event of the dissolution of this Agreement or the cession of operation of the Fire District, all property, equipment and assets of any kind belonging to the Fire District, shall become the property of the Municipalities in proportion to their respective contributions to the Fire District. Such proportionate shares shall be in the same proportion as the withdrawing Municipality's share of the funding of the Fire District for the preceding 12 months period.
14. The Municipalities agree to participate as members of the Fire District for a term of five (5) years from the effective date of this Agreement. At the end of this time period, any municipality may withdraw from the Fire District after providing a minimum of one year's notice before the upcoming calendar fiscal year to the other Municipalities. The withdrawing municipality is entitled to a proportionate share of the assets and property of the Fire District. However, the Fire District has the option to retain all of the assets and property and pay the withdrawing municipality the fair market value of its share of the assets. Such proportionate share is to be determined at the time of the Municipality's withdrawal from the Fire District and shall be in the same proportion as the withdrawing Municipality's share of the funding of the Fire District for the preceding 12 months period. Absent notice to withdraw as provided in this paragraph participation in the Fire District shall renew for an additional five year (5) terms thereafter.

Additional municipalities may become parties to this Agreement upon acceptance and execution of this Agreement and upon approval of the governing bodies of two-thirds (2/3) of the municipalities already a party to this Agreement.

15. This Agreement shall become effective the date first about written for each municipality hereto after the municipality, by ordinance of its governing body, adopts and approves the Agreement, and the Agreement is signed by the municipal officials authorized to execute the same. Thereafter each additional municipality shall be

considered as included within the term "Municipalities" as used in this Agreement.

The implementation of the Fire District shall proceed on the following timetable:

- a. The Commission members shall be named and the Commission shall begin its operations on November 20, 2012
- b. The Fire Administrator shall be hired to commence employment on April 1, 2013
- c. The Fire District shall be fully operational and begin all functions contemplated in this Agreement on July 1, 2013 so long as an operating agreement with Atglen Volunteer Fire Company, Parkesburg Volunteer Fire Company and Pomeroy Volunteer Fire Company or any fire company seeking to serve the Fire District has been executed as of this date.

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date shown.

Township of Highland

By: Thomas G. Scott

Date: 11/20/12

Name: Thomas G. Scott

Title: Supervisor

ATTEST

By: Barbara M. Davis

Name: Barbara M. Davis

Title: Secretary/Treasurer

Signatures Continue on Next Page

Borough of Parkesburg

By: Charles J. Persch, Sr.

Name: CHARLES J. PERSCH, SR.

Title: MEMBER OF BOROUGH COUNCIL

ATTEST

By: W.A. Keegan

Name: Wendy A. Keegan

Title: Borough Secretary

Township of Sadsbury

By: _____

Name: _____

Title: _____

ATTEST

By: _____

Name: _____

Title: _____

Signatures Continue on Next Page

Borough of Parkesburg

By: _____

Name: _____

Title: _____

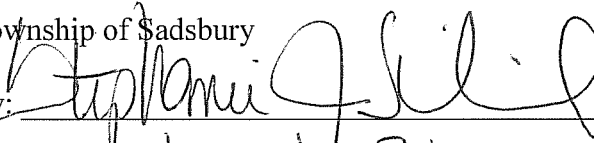
ATTEST

By: _____

Name: _____

Title: _____

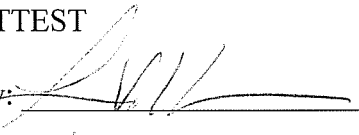
Township of Sadsbury

By:  _____

Name: Stephanie J. Silverna

Title: Chair person

ATTEST

By:  _____

Name: Louise Victoria Horan

Title: Secretary

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Township of West Sadsbury

By: Frank Haas

Name: FRANK HAAS

Title: SUPERVISOR

ATTEST

By: Cindy Mammarella

Name: Cindy Mammarella

Title: Secretary-Treasurer