

AGREEMENT FOR PROVISION OF EMERGENCY MEDICAL SERVICES

This Agreement for Provision of Emergency Medical Services (the "Agreement") is entered into on : **September 14, 2021** , by and between the **KEYSTONE VALLEY FIRE DISTRICT** (the "District"), a Fire District created pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A §2301 et seq., and the **TOWNSHIP OF SADBURY** (the "Township"), a Second Class Township organized under the laws of the Commonwealth of Pennsylvania, and provides the terms of relationship between the Township and the District.

WHEREAS, the District was formed by means of an Intergovernmental Cooperation Agreement dated November 20, 2012, between and among the Township of Highland, the Borough of Parkesburg, the Township of Sadsbury, and the Township of West Sadsbury, Chester County, Pennsylvania; and

WHEREAS, the District entered into an agreement with the Keystone Valley Fire Department (the "Department") in 2015, whereby the Department agreed to provide manpower for emergency medical and fire protection services for the District and the District agreed to provide funding and oversight to the Department; and

WHEREAS, the Township withdrew from the District in 2017; and

WHEREAS, the Township and District entered into an agreement on June 5, 2018 for the provision of emergency medical services with a term expiring December 31st, 2021; and

WHEREAS, the Township desires to designate the District as the primary provider of emergency medical services within the Township and the District desires to provide such services pursuant to the terms and conditions set forth herein for another three year term; and

WHEREAS, all emergency medical within the Township under this Agreement shall be provided by the District through the Keystone Valley Fire Department; and

WHEREAS, this Agreement is made between the District and the Township, collectively referred to as the "Parties; and

NOW THEREFORE, intending to be legally bound hereby, the Parties covenant and agree as follows:

Section 1. The aforementioned recitals are incorporated herein as if fully set forth below.

Section 2. The Parties hereby agree that they will function pursuant to the terms of this Agreement.

Section 3. This Agreement shall be in effect for a term beginning on January 1, 2022 and expiring on December 31, 2024, unless terminated pursuant to the provisions herein. This Agreement shall not automatically renew unless the Parties otherwise agree, in writing.

Section 4. For the term of this Agreement and any renewals thereof, the Township hereby designates the District as the primary provider of emergency medical services to the Township on a twenty-four hour per day, seven days per week basis. The primary dispatch and response area shall include the geographical area encompassed by the Township borders.

Section 5. The District shall provide Basic Life Support services utilizing properly equipped and staffed ambulances licensed by the Pennsylvania Department of Health and operating in accordance

with guidelines set forth by the Pennsylvania Department of Health. All personnel shall be properly certified by the Pennsylvania Department of Health.

Section 6. In the event additional emergency medical resources are required to provide mutual aid coverage for any emergency situation, the District shall request such mutual aid coverage in accordance with the current radio and dispatch operating guidelines and policies set forth by the Chester County Department of Emergency Services.

Section 7. The District will provide mutual aid fire and rescue services as requested by the Township and the Township's designated primary fire and rescue service provider.

Section 8. The District will provide regular financial reports on the District's revenue and expenditures as requested by the Township and as required by the Second Class Township Code, but no less than semi-annually.

Section 9. During the first year of this continued Agreement, the Township shall pay the District a fee of \$43,650.64, which shall be paid in three (3) installments, which shall be due to the District respectively on January 1, May 1, and September 1 of 2022. In the subsequent years of this Agreement, the Township shall pay the District a fee to be increased by 2.2% (0.022) each year, beginning with the 2022 fee (\$43,650.64). Those payments shall be as follows: in 2023, the Township shall pay the District a fee of \$44,610.95; and in 2024, the Township shall pay the district a fee of \$45,592.40, as reflected in greater details in Appendix "A" attached hereto.

Section 10. The district shall be permitted to solicit donations and fundraise from residents of the Sadsbury Township for the annual Ambulance Membership Subscription, provided all solicitations and fundraising efforts made by the District otherwise comply with municipal, state and federal law.

Section 11. The District agrees to defend, indemnify, and hold the Township harmless from and against all claims, liabilities, damages, and costs arising from (i) negligent, grossly negligent, or reckless conduct of the District in the District's provision of services provided under this Agreement, (ii) the District's breach of this Agreement, and (iii) the District's failure to comply with any law regulation, or order applicable to its performance under this Agreement.

Section 12. The District shall maintain appropriate automotive, property, liability, workers compensation insurance coverage as is necessary to operate its business. Upon request, the District shall provide evidence of such insurance coverage to the Township.

Section 13. In the event the Township finds that the District has materially breached any provision of this Agreement, the Township shall provide written notice to the District, which notice shall specify the exact nature of the alleged breach. The District shall then have thirty (30) days to respond to the alleged breach and/or to cure the breach, if one exists. If the breach is not cured, the Township may terminate this Agreement with a fifteen (15) day notice. If a material breach does exist, which cannot be fully cured within the thirty (30) day period but the District has begun and continues a reasonable course of performance which, when completed, will then cure the breach, and the breach does not pose a threat to the residents of the Township, the Agreement shall continue in full force and effect unless such cure is not effected in a reasonable period of time.

Section 14. Notwithstanding any other provision in this Agreement, in the event (i) either party reasonably determines that any federal or state law or regulation makes it unlawful for such party to be bound by the terms of this Agreement; (ii) either party has materially misrepresented any fact on which the other party has relied in entering into this Agreement; the impacted party may give the other party notice

of intent to immediately enter into bona fide negotiations in good faith to adjust or amend this Agreement accordingly. If, after thirty (30) days of such negotiations, the parties cannot reach agreement, either party may terminate this Agreement upon ninety (90) days written notice to the other party.

Section 15. The District is an independent contractor under this Agreement and this Agreement does not establish a partnership, agency, joint venture or any other joint entity or enterprise between the District and the Township. No party to this Agreement is empowered to represent, act as agent for, or legally bind any other party.

Section 16. The District shall not subcontract or assign this Agreement or any of its obligations or rights hereunder without the prior written consent of the Township.

Section 17. This Agreement may not be amended except in a written document signed by the authorized representatives of the parties.

Section 18. This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Section 19. This Agreement may be executed in counterparts, each of which will be deemed to be an original, all of which counterparts together will constitute one and the same instrument.

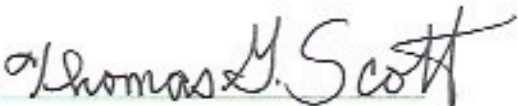
Section 20. The effective date of this Agreement shall be September 14, 2021.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by persons authorized to bind each respective party.

ATTEST



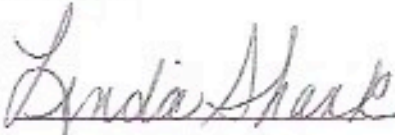
KEYSTONE VALLEY FIRE DISTRICT

By: 

Name: Thomas Scott

Title: Chair of KVRFD

ATTEST



Name: Linda Shank

Title: Secretary

SADSBURY TOWNSHIP

By: 

Name: David Keynolds

Title: Chairman, Board of Supervisors

APPENDIX "A"

Keystone Valley Fire Department – Emergency Medical Services Division

Sadsbury Township Proposed Three (3) Year Contract Cost

	CPI		Contract Cost	1-Jan	1-May	1-Sept
2021	Base Factor		\$42,711.00	\$14,237.00	\$14,237.00	\$14,237.00
2022	0.022	\$939.64	\$43,650.64	\$14,550.22	\$14,550.21	\$14,550.21
2023	0.022	\$960.31	\$44,610.95	\$14,870.32	\$14,870.32	\$14,870.31
2024	0.022	\$981.44	\$45,592.40	\$15,197.47	\$15,197.47	\$15,197.46