

AGREEMENT

THIS AGREEMENT, approved by the **Keystone Valley Fire Department** ("KVFD") on July 21, 2015, and by the **Keystone Valley Regional Fire District (the "District")** on July 21, 2015, is to be effective the 21st day of July, 2015, and provides the terms of the relationship between KVFD and the District:

WHEREAS, this Agreement is made between KVFD and the District (sometimes collectively referred to as the "Parties"); and

WHEREAS, the KVFD was formed by a non-profit corporate consolidation of the Atglen Volunteer Fire Company, Parkesburg Volunteer Fire Company and Pomeroy Volunteer Fire Company who have First Due Running Areas in the Township of Highland, the Borough of Parkesburg, the Township of Sadsbury and the Township of West Sadsbury, Chester County, Pennsylvania (sometimes referred to hereafter the "Municipalities"); and

WHEREAS, the District was formed by means of an Intergovernmental Cooperation Agreement ("ICA") 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 Parties to this Agreement have different functions in the context of providing service for the First Due Running Areas and such functions, responsibilities and procedures for cooperation are outlined herein as the basis for the Parties' relationship; all of the functions are consistent with those functions currently performed in the Municipalities and any additional services in one municipality that will be provided in the future support the underlying purpose of each existing organization; and

NOW THEREFORE, the Parties hereto agree as follows:

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

Section 2. The Parties hereby agree that they will function pursuant to the terms of this Agreement as well as to the terms of the Intergovernmental Cooperation Agreement dated November 20, 2012 between the Township of Highland, the Borough of Parkesburg, the Township of Sadsbury and the Township of West Sadsbury ("ICA").

Section 3. Commencement of Operations. KVFD with the assistance of the Fire District Administrator ("Administrator") shall establish procedures and guidelines for the transition of operations from individual fire companies to the KVFD and its call

signal, communications protocol and equipment usage. Further, such protocol shall be created pursuant to the terms and conditions outlined in the KVFD Bylaws and District Bylaws. The Standard Operating Guidelines (SOG's), as to the day-to-day operations and call protocol for fire fighters and ambulance personnel, shall be established by the KVFD's Board of Directors and any committees formed for such function, as amended from time to time.

Section 4. Description of Duties and Job Descriptions. The KVFD, through its Standard Operating Guidelines (SOG's), bylaws, its line officers, Board of Directors shall define and keep current the duties, responsibilities and job descriptions of active members. KVFD through its line officers and Board of Directors shall be responsible for implementing the duties, responsibilities and job descriptions of active members both in emergency situations as well as in day-to-day operations within the First Due Running Area.

Section 5. Reimbursement of Funds/Payment for Equipment

A. The KVFD shall be responsible for the preparation of budgets, with appropriate funding for the operation of KVFD, in the performance of its duties of providing emergency service for the First Due Running Areas, for presentation to the District for approval by the August Meeting of the District each year. The District, with input from the Administrator, shall establish budgets for equipment and other needs of the KVFD, as well as the needs of the KVRFD, and the District may purchase said equipment on behalf of KVFD. In the event equipment or other materials are not in the amount budgeted by the District, the District shall consider the purchase of the same based upon the recommendation and needs of KVFD. The District may purchase equipment outside of the approved budget, but only based upon available revenue and the District's approval of such purchases.

B. The budgets discussed in A above may include, but shall not be limited to, memberships in fire organizations, facilities maintenance, equipment needs, material needs, training needs, fire prevention materials, life saving equipment, retention and recruiting efforts, safety equipment, the salary of the Fire District Administrator and any additional expenses necessary for the operation of the KVFD and the District.

C. In addition to the budget items outlined above, the District shall be responsible for purchasing appropriate workers' compensation insurance, supplemental workers' compensation insurance, errors and omissions insurance, property and liability insurance, and such other insurance as the

District determines is necessary for the fire protection services for the First Due Running Area. Such insurance shall cover all KVFD active members, KVFD support organization members, KVFD, and the District. This may be by means of separate policies purchased by the District or KVFD.

Section 6. Rights and Responsibilities. The following provisions outline and define the rights and responsibilities of the District and the KVFD in providing fire protection services and emergency life saving/ambulance/EMS Services to the First Due Running Area:

A. KVFD Responsibilities:

(1). KVFD shall be responsible to provide volunteer manpower as available for the day to day operations and fire protection services for the First Due Running Area through the use of equipment, properties and assets as outlined herein.

(2). KVFD is responsible for making all determinations as to the manner in which fire protection services should be performed within the First Due Running Area. Such responsibility shall include decisions such as proper equipment usage, fire personnel who attend emergency and non-emergency situations, scheduling of employees for the ambulance division of KVFD, the manner in which emergency situations are provided at the scene of emergencies, the selection of front line officers and the adoption of SOG's.

(3). The KVFD shall be responsible for selecting membership, selecting administrative officers and Line Officers, and disciplining members pursuant to the criteria outlined in the KVFD Bylaws and SOG's.

(4). The KVFD shall be responsible for ensuring that appropriate information is provided to the District for all fire service activities, training, membership and any other matter for which the KVFD is responsible in this Agreement.

(5). The KVFD shall maintain a Relief Association for the members of KVFD with a copy of any year end reports and audits at the time they are submitted to the State, if any, submitted to the District.

(6). The KVFD shall provide a healthy and safe environment for its members.

(7). The KVFD shall develop and maintain a ten (10) year, fifteen (15) year and twenty-five (25) year capital budget plan in cooperation with the District.

(8). The KVFD shall maintain the facilities and equipment to a standard similar to or better than the standard prior to the creation of KVFD. These standards shall be overseen by the Board of Directors or KVFD and the Fire Line Officers of KVFD

(9) The KVFD shall be responsible for hiring of all EMS personnel and operations relative to the same.

B. **KVFD Rights.**

(1). The donations and funding which the KVFD receives, including bequests, endowments, and other charitable gifts, shall be deposited in a KVFD account to be used in a manner approved by KVFD and the District. If there is a designation on the purpose of the donation made by the donor the District and KVFD shall honor the donor's designation

(2). The KVFD budget shall provide funds for KVFD's participation in fire company charitable events, contests and other activities that are conducive to the general purpose of providing fire service and protection to the First Due Running Area.

(3). KVFD members have the right to participate in any events and activities that are within guidelines that the District may establish and that are in support of KVFD services including the joining of fire protection organizations, contests between fire personnel, honor guards, and similar events.

(4). The KVFD shall determine the necessary training and safety protocol and requirements for its members to ensure their safety and proper operations of the KVFD.

(5). the KVFD has the right to apply for and obtain any available grants to further the purpose of the organization and use any monies obtained through said grants for such available purpose. Procedures shall be established by the KVFD for management and accounting of all such grants.

(6) The KVFD, along with its support association, has the right to carry out fundraising activities in order to supplement the budgeted

funds established by the District. Such funds shall be used for the discretion of KVFD.

(7) The KVFD has the right to charge for ambulance/EMS services as provided by law.

C. **District Responsibilities.**

(1). The District shall provide the necessary financial support for the KVFD as appropriated by the municipalities and as provided in the approved budget for the District.

(2). Unless delegated to KVFD, the District shall be the purchasing entity of all equipment necessary for the KVFD to perform its responsibilities as outlined above. Such equipment shall meet the needs of KVFD and all NFPA equipment requirements, where feasible.

(3). Upon review of a listing of requests by KVFD for necessary equipment that falls outside of the budget for the District, the district may evaluate the same and, when financially feasible, ensure that the KVFD is properly equipped to perform its duties. To accomplish this, the District may amend its budget as necessary to assure available funding.

(4). The District shall be responsible for accepting all monies budgeted for fire protection services in the First Due Running Area by the Township of Highland, the Borough of Parkesburg, the Township of Sadsbury and the Township of West Sadsbury and for ensuring that the appropriate funds are budgeted and accepted from said Municipalities for funding fire protection services for the First Due Running Area.

(5). The District shall be responsible, through the Administrator, for ensuring that appropriate and proper recordkeeping is maintained for all fire service activities, equipment purchases, inventories, budgets, audits, insurance coverage/claims, and any other matter deferred to the District in this Agreement.

(6). The District shall determine and provide office space for the location of the Fire Administrator's office.

(7). The District, through the Administrator and in cooperation with KVFD, shall review the maintenance of all real property in a manner that meets all applicable municipal codes and recommend upgrades as

deemed reasonably necessary to ensure the safe and efficient operation of the KVFD and to provide for such in the capital budget of the District.

(8). The District, through the Administrator and in cooperation with KVFD, shall review the maintenance of equipment and fleet of the KVFD and may recommend upgrades as deemed reasonably necessary to ensure the safe and efficient operation of the KVFD and to provide for such in the capital budget of the District.

(9). The District shall provide appropriate personnel to provide assistance to the KVFD with completion of any workers' compensation, insurance and personnel recordkeeping requirements in cooperation with the Fire District Administrator.

(10). The District shall permit the usage of funds for ambulance services and for personnel and equipment associated with said functions currently undertaken by KVFD incorporating organizations.

D. **District Rights.**

(1). The District has the right to determine the qualifications for and the appropriate candidate to fill the position of Fire district Administrator. However, such qualifications, duties and job description shall receive meaningful input from the KVFD.

(2). The District has the right to make all investments of monies as permitted by the governing Borough and/or Township Codes provided to the District or other disposition of the same to ensure the financial success of the organization.

(3). The District has the right to apply for and obtain any available grants to further the purpose of the organization and use any monies obtained through said grants for such available purpose.

Section 7. **Workers' Compensation Coverage.** The District hereby grants the KVFD broad discretion as to the performance of its duties and hereby grants discretion for the formation of job descriptions, in cooperation with the Fire District Administrator and Front Line Officers in order for the District to secure and maintain workers' compensation coverage.

Section 8. **Equipment Usage.** The District hereby permits and allows the KVFD access to the use of its equipment which it may acquire hereafter, including vehicles, apparatus, uniforms, etc. without the need for lease or reimbursement for the

purpose of emergency and non-emergency operations and training, in cooperation with and input from the Administrator. In exchange the KVFD shall complete the appropriate training and provide fire protection services to the First Due Running Area. The Front Line Officers shall ensure that all members are appropriately trained and qualified for said equipment usage.

Section 9. Funds. As provided in the ICA, funds obtained by the District shall be used for the KVFD to further its mission.

Section 10. Dissolution. In the event that the District is dissolved, disposition of all monies and assets shall be as required by the ICA.

Section 11. Participation by additional fire companies and/or expansion of the District shall be set forth in a separate agreement.

Section 12. All parties to this Agreement recognize mutual aid responsibilities of all entities who have formed together to create the KVFD and the District and shall honor the same as set forth in said agreements.

Section 13. In the event that a dispute arises as to the interpretation and/or the provisions of this Agreement, the parties shall enter into mediation through the use of local counsel. In the event said mediation fails, the parties may pursue any legal process available by law. However, jurisdiction regarding any legal action shall be pursuant to the laws of the Commonwealth of Pennsylvania and Chester County.

Section 14. Severability. In the event any of the provisions of this Agreement are deemed unenforceable, all other provisions will remain in full force and effect.

Section 15. This Agreement shall be effective upon signature of all parties.

Section 16. In the event that a municipality withdraws from the ICA or the ICA is revised, all as set forth under section 13 of the ICA, (same as my comment on Bylaws document) ("ICA Change"), either party to this Agreement may provide written notice (the "Notice Party") to the other (the "Receipt Party") of its desire to renegotiate the terms of or terminate this Agreement within ninety (90) days of such ICA Change.

Upon receiving a notice to negotiate, the Receipt Party shall determine if it wishes to enter into such negotiations or terminate this Agreement and shall provide the Notice Party with written notice of its intentions within sixty (60) days of its receipt of the notice.

In the event either party wishes to terminate this Agreement, this Agreement shall terminate upon either party's receipt of such notice to terminate.

In the event that both parties wish to renegotiate, this Agreement shall continue in place until such time as the parties have entered into a new Agreement.

KEYSTONE VALLEY FIRE DEPARTMENT:

By: Raymond C Campbell

Name: Raymond C Campbell

Title: Chairman

ATTEST:

By: Edward L Haas

Name: Edward L. Haas

Title: Vice-chair

KEYSTONE VALLEY REGIONAL FIRE DISTRICT:

By: Edward L Haas

Name: Edward L. Haas

Title: Vice-chair

ATTEST:

By: Vicki Florian

Name: Vicki Florian

Title: Secretary