

ORDINANCE NO. 797

AN ORDINANCE OF PENN TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING INTERGOVERNMENTAL COOPERATION BY AGREEMENT BETWEEN PENN TOWNSHIP AND HANOVER BOROUGH, BOTH OF YORK COUNTY, PENNSYLVANIA, TO COMBINE FIRE, RESCUE AND RELATED SERVICES.

The Board of Commissioners of the Township of Penn hereby ordains as follows:

Section 1. Intergovernmental Cooperation. The cooperation with Hanover Borough to combine fire, rescue and related services is hereby authorized.

Section 2. Execution of Agreement. The proper officers of the Township of Penn are authorized and directed to execute and deliver the Intergovernmental Cooperation Agreement Between Hanover Borough and Penn Township For Fire, Rescue, and Related Services attached hereto and made a part hereof.

Section 3. Financing. To the extent that either party requires funds to comply with the Agreement, each party shall draw from its general fund or such other funds available for costs incurred under the Agreement.

Section 4. Effectiveness and Amendment. The Agreement shall remain in full force and effect until otherwise terminated by the parties or by operation of law.

Section 5. Agreement. The conditions, purpose and objective, scope and authority delegated, extent of financing, organizational structure and manner in which personnel shall be managed are set forth in the attached Intergovernmental Cooperation Agreement Between Hanover Borough and Penn Township for Fire, Rescue, and Related Services. This Agreement is incorporated by reference as though set forth fully herein, and is made a part hereof.

Section 6. Adoption of Ordinance. This Ordinance is adopted pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. Section 2301 *et seq.*, and the authority granted herein shall continue from year to year while the Municipality cooperates pursuant to the Agreement.

Section 7. Staff and Officials. The staff and officials of the Municipality are directed and empowered to take all actions necessary or convenient to implement this Ordinance and the Agreement.

Section 8. Inconsistency. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9. Effective Date. The Ordinance shall become effective five (5) days after date of enactment as provided by law.

ORDAINED at a duly assembled public meeting held this 19th day of December 2016.

ATTEST:

**PENN TOWNSHIP
BOARD OF COMMISSIONERS**

Angela M. Hallett
Angela M. Hallett, Secretary

Phillip W. Heilman
Phillip W. Heilman, President

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN HANOVER BOROUGH AND PENN TOWNSHIP
FOR FIRE, RESCUE AND RELATED SERVICES

This Agreement is made pursuant to the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177, found at 56 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 Borough of Hanover and the Township of Penn, both situate in York 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 "**Hanover Area Fire and Rescue**" district, hereinafter referred to as "**District**", cooperating in the bidding, purchasing and use of fire and other emergency response equipment and supplies and 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 District, 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 a legally independent unincorporated, nonprofit association herein referred to as the "**Hanover Area Fire and Rescue Commission**" (the "**Commission**") governing and operating the District; and

WHEREAS, the Municipalities shall jointly assume responsibility for implementing this Agreement in each respective Municipality.

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. Establishment of the Commission.

- a. Services.** The Municipalities agree that the Commission shall be established and that the Commission shall assume the responsibilities and functions of the individual Municipalities for the operation and management of the District to include providing the following services, either directly or through third party contractors: firefighting services; rescue services; and

ambulance emergency and transport services. The fire protection and emergency services provided shall include education; fire prevention programs; fire extinguisher inspections; residential rental unit inspections; commercial, business, industrial and school inspection services; standby ambulance service at public events; fire police; SCUBA water rescue services.

- b. Authority.** The Commission shall have the authority and power to raise and expend funds for the purpose of providing its services, specifically, the authority to engage in fundraising activities and acquire supplies, vehicles and major equipment. The individual Municipalities will retain power to enact fire codes and regulations but hereby empower to the Commission the responsibility for the enforcement of same, including but not limited to fire inspections.

2. Term. The Municipalities agree to establish the Commission effective on the date that the governing bodies for all the Municipalities have adopted and approved this Agreement by ordinance, and authorize the proper municipal officials to execute the same to govern and operate the District; provided that the Commission will commence the provision of Services on January 1, 2018. The Commission will deliver the Services set forth in Section 1(a) above for an initial term of seven (7) years commencing on January 1, 2018. Neither Municipality shall withdraw from the Commission within the initial seven (7) year term. If either Municipality desires to withdraw from the Commission at the end of the initial seven (7) year term, it shall provide written notice of such intention no later than the date twelve (12) months prior to the end of the initial term of this Agreement and the Commission shall be dissolved in accordance with the provisions of Section 9 below. Upon dissolution, the Commission shall return to the withdrawing Municipality property in proportion to the property contributed at the creation of the commission.

3. Financial matters. The fiscal year of the Commission shall be the calendar year. The Municipalities agree to supply the necessary resources, funding and personnel to effectively maintain the functions of the District and to assist the Commission in carrying out its duties and responsibilities under this Agreement to better serve the residents of each of the respective Municipalities.

- a. Start-up period.** Initial start-up costs of the Commission shall be shared equally by the Municipalities. The Commission shall periodically invoice the Municipalities during the start-up period for costs and expenses incurred or anticipated and the Municipalities shall promptly remit payment.
- b. Fiscal year 2018.** The costs and expenses of the Commission shall be shared equally by the Municipalities in accordance with the budget for FY 2018 attached hereto and incorporated herein and marked "Exhibit A."

- c. **Budget.** On or before October 1st of each fiscal year of the Commission, the Commission shall submit a draft budget for the following fiscal year to each of the Municipalities. Each Municipality shall approve or reject the draft budget prior to December 1st of the then current fiscal year. If approved by each of the Municipalities, the Commission shall adopt the budget; if rejected by one or more of the Municipalities, the Commission shall operate in accordance with its then current budget with adjustments for personnel costs and expenses (including health insurance) as reflected in the Commission's collective bargaining agreement and for any new debt service.
- d. **Ongoing funding.** Beginning with FY 2018 the Municipalities shall contribute financial funding for the operation of the District, each bearing fifty percent (50%) of such costs and expenses. Each Municipality will make a quarterly payment to the Commission with payment dates being January 2, April 1, July 1 and October 1. The Commission will maintain an operational fund and a capital fund. The operational fund budget will include a transfer to the capital fund.

4. Capital Contributions.

The physical assets of the fire departments of each of the Municipalities will be transferred to the Commission prior to January 1, 2018.

- a. **Hanover Borough Contribution.** The following constitutes the capital contribution of Hanover Borough: The Wirt Park Fire Station, 201 North Franklin Street, Hanover, PA 17331; The Clearview Fire Station, 411 N. George Street, Hanover, PA 17331; miscellaneous furnishings and equipment and the following fire vehicles:

2011	KME Engine
2003	KME Engine
2001	KME Engine
2015	Sutphen Aerial
2011	Ford Expedition
2012	Chevy P/U Utility

- b. **Penn Township Contribution.** The following constitutes the capital contribution of Penn Township: The station located at 204 Clover Lane, Hanover, PA 17331; miscellaneous furnishings and equipment and the following fire vehicles:

2004	Sutphen Engine
2008	Sutphen Engine
2001	E-One Aerial
2011	Ford Expedition

On January 1, 2018, the Commission will assume any and all debt associated with any of the physical assets contributed to the Commission by the Municipalities.

5. Governance. The Commission shall consist of seven voting members and three non-voting members selected as follows:

- a. Volunteer Representatives.** Two members shall be selected by the volunteer fire company or companies serving the District. The term of these members shall be for one year but the same members can be reappointed yearly by the volunteer fire company or companies.
- b. Municipal Representatives.** Each Municipality shall select from its respective governing council or commission two members to serve as members of the Commission. These members will serve two year terms with provided that in the initial year, one member appointed by each Municipality shall have an initial term of one year.
- c. Member at Large.** One member shall be a resident and/or local business owner appointed at large by the six (6) appointed Commission members. The member at large of the Commission shall not be an elected official of the Municipalities. The representative shall serve for three years.
- d. Non-voting Members.** The three non-voting members of the Commission shall be the appointed Fire Chief, or designee and the appointed Manager of each Municipality, or his or her appointed designee.

There shall be no term limits for any member of the Commission. No paid employee of the Commission shall be eligible to serve as a voting member of the Commission. Members of the Commission shall serve without pay. The Commission shall select one of its members as Chairman and one of its members as Vice Chairman. The Commission shall also select a Secretary who may be a member of the Commission or a non-member. In the event the Secretary is a non-member of the Commission; the Secretary may receive compensation as determined by the Commission. Each voting member of the Commission shall have one vote. Each member (other than the Member at large) shall serve as a representative of the entity appointing that member and as a representative of that entity shall report on the actions of the Commission to the governing body of the appointing entity. A copy of the initial By-laws of the Commission is attached hereto, incorporated herein and marked "Exhibit B."

6. Personnel. The Commission shall hire a fulltime employee to be known as the "Fire Chief" 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 Chief shall serve as an ex officio member of the Commission but with no voting rights. The Fire Chief shall appoint assistant /deputy chiefs/administrative assistant subject to the approval of the Commission. The Commission shall designate rank and job

descriptions to all positions created by the Commission. All paid firefighters of the Municipalities on December 31, 2017 shall become employees of the Commission on January 1, 2018.

7. Collective Bargaining Agreements. Current firefighters employed by each of the Municipalities are covered under collective bargaining agreements. Effective January 1, 2018 the collective bargaining unit will be recertified to represent the firefighters then employed by the Commission.

8. Expansion of Commission. Effective January 1, 2018, the Commission will expand the scope of the District in accordance with an agreement with Penn Township Volunteer Emergency Services, the Eagle Volunteer Fire Department, the Clearview Volunteer Fire Department and the Penn Township Fire Police to incorporate each of their operations into the Commission. Thereafter, the Commission may enter into agreements with additional municipalities or volunteer fire companies to further expand the Commission. Additional members may be added to the Commission after approval by the joining municipality by ordinance or resolution, agreeing to the terms and conditions of the Commission and by contribution all of its fire suppression assets to the commission, and a payment of an amount equal to what its proportional share the operational budget would have been if it had been a member at the beginning of the fiscal year reduced by the percentage of the fiscal year that has expired on the date the municipality becomes a member of the commission. The joining municipality's yearly contribution will be calculated the same as all other members with the adoption of the next fiscal budget.

9. Dissolution of Commission

The Municipalities agree that, in the event of the dissolution of this Agreement, by agreement of all the members of the Commission at the time of dissolution; or the cession of operation of the District; or the withdrawal from the Commission of one of the Municipalities, all property, equipment and assets of any kind belonging to the Commission, shall become the property of the Municipalities in proportion to their respective contributions to the Commission. Such proportionate share is to be determined at the time of the dissolution of the agreement and shall be in the same proportion as the withdrawing Municipality's capital contribution.

10. Immunity and Claims

a. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Municipalities within their boundaries shall extend to their participation in services outside their boundaries and within the District.

b. Insurance. The Commission shall maintain liability insurance coverage

against claims arising out of its activities in amounts deemed adequate by the Commission. Each Municipality and the Commission agree to cause any insurance policy providing liability coverage against claims arising out of the Commission's activities, whether within or outside its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against any Municipality as to any and all causes of action or claims against all other Municipalities hereto which may arise out of activities hereunder. The Commission shall be a named insured under such policies, and a certificate evidencing such coverage shall be supplied to the Municipalities annually. The Municipalities shall be named as additional insureds under such policies.

- c. **Apportionment.** For purposes of liability, in actions arising out of regional fire services, to the extent any such claims are not covered by liability insurance, each Municipality shall be liable in the same proportion as it is for the funding assessment during the period the services in question were rendered.

11. Amendments and Execution. The Agreement shall become effective on the date that the governing body for all of the Municipalities has adopted and approved the Agreement by ordinance, and authorizes the proper municipal officials to execute the same. The implementation of the District shall proceed on the following timetable:

- a. The Municipalities shall approve the Agreement by Ordinance, execute this Agreement; and cause the name, "Hanover Area Fire and Rescue Commission" to be filed with the Pennsylvania Department of State.
- b. Commission shall begin operations on the date that both of the Municipalities shall have approved and executed this Agreement; provided that the District shall be fully operational and provide the services contemplated in this Agreement on January 1, 2018.

Hanover Borough

Attest: _____

Penn Township

Attest: _____

Exhibit B

(These items to be spelled out in more specificity in by-laws to be attached.

The Commission with the assistance of its Secretary, shall keep a record of all of its meetings. The record shall be kept on file available for public inspection during regular business hours. The records shall be maintained by the Secretary and are subject to the provisions of the Right to Know laws of the Commonwealth of PA.

The Commission shall form Committees as it deems appropriate for the reasonable and efficient operation of the Commission's activities. Such committees may include but shall not be limited to fund raising, public education, training, safety and maintenance, finance and personnel.

The Commission upon recommendation of the Fire Chief shall review and approve operational procedures and training programs that will or may affect the health and safety of the members to assure compliance with nationally recognized practices and policies.

The Commission will authorize the hiring of firefighters/apparatus drivers and EMS personnel.

The Commission has the power to enter into contracts for policies of group insurance and other employee benefits, for employees retained in accordance with this agreement.

The Commission shall ensure that it participates in an appropriate Fireman's Relief Association and is authorized to receive or dispose of any interest in any Fireman's Relief Association of any fire department formerly providing services in the Commission's area of jurisdiction.

The Commission shall have the power and authority to organize the fire police in the Commission's area of jurisdiction.

The Commission may enter into agreement with other fire protection and/or emergency service organizations for mutual aid/assistance and to enter into contracts for services.

Meetings

The Commission shall meet as often as necessary to transact its business. The Commission shall meet not less than once a quarter. All meetings of the Commission shall be advertised

and open to the public. Regular meetings shall be established and, in addition, special meetings may be called at any time by the Chairman with at least 24 hours notice to the other board members. A simple majority of the appointed members shall constitute a quorum. No action of the Commission shall be valid unless it receives a favorable vote of at least a majority of the voting members of the Board regardless of how many members are present at the meeting. The place of the meetings shall be designated by the Commission.

Commission Headquarters

The Commission will have a physical address and a mailing address as designated by the Commission.

Commission Boundaries