

ORDINANCE NO. 200 OF 2015

LONDON GROVE TOWNSHIP

**AN ORDINANCE ESTABLISHING THE ADOPTION
OF THE REGIONAL GOVERNMENT
EMERGENCY SERVICES AGREEMENT**

BE IT AND IT IS HEREBY ORDAINED AND ENACTED by the Board of Supervisors of the Township of London Grove, Chester County, Pennsylvania, as follows:

I. Statement of Purpose

The purpose of this Ordinance is to authorize the entering into an Intergovernmental Cooperative Planning Agreement between the Borough of West Grove, and Franklin, London Britain, London Grove, Londonderry, New London and Penn Township, Chester County, Pennsylvania for the purpose of identifying, sharing and paying for Emergency Services (Services), as described in the Borough and Second Class Township Codes. This Agreement will identify the nature and extent of the Services and the identity of the provider for the Services and the method for the annual apportionment and payment for the total costs for such Services by each Municipality and establish other commitments and benefits under the terms of the Agreement. A true and correct copy of the Intergovernmental Cooperative Emergency Services Agreement is attached hereto as Exhibit "A" and incorporated herein by reference as though set out in full.

II. Duration

The duration of the term of the Agreement is five (5) years, unless terminated earlier pursuant to the terms of the Agreement.

III. Objectives of the Agreement

The objectives of the Agreement are to provide the most suitable plan for emergency services within these adjoining Municipalities and an equitable method for payment by the Municipalities. This Ordinance will authorize these Municipalities to formulate a plan and contract with such entities providing such Services.

IV. Contracts

The Municipalities are authorized to negotiate and execute contract(s) which may include but are not limited to; the types of Services, standards, licenses and qualifications for provider(s) of such Services, responsibilities of the Providers, standards of review of Services, minimum acceptable equipment, minimum scope, hours and types of Services, insurance requirement, terms of Agreements, methods to resolve disputes/and or termination rights by the Members.

The Municipalities may determine the acceptable annual costs charged by the provider(s) and the allocation of these total annual costs between the Municipalities. The Municipalities shall adhere to the procedures identified in Exhibit A for not less than five (5) years from the adoption date of the last Municipality enacting this Ordinance

V. Membership

Each Municipality shall appoint one member to implement, negotiate and monitor the Agreement shown in Exhibit A, and/or any subsequent term of such Agreement. This Committee shall have no authority to execute any Agreement, and each Municipality must review, accept and/or may terminate the Agreement according to the then Agreement approved by each Municipality at a public meeting.

No real or personal property shall be acquired by means of this committee nor shall the committee have any employees. This Committee may not authorize the expenditure of any funds unless approved by each Municipality at a public meeting.

VI. Severability

In the event that any term or provision of this Ordinance shall be determined to be invalid or unenforceable, for any reason, this determination shall not affect any of the remaining terms and obligations of this Ordinance, which shall be read and construed as if the parties have initially intended to omit that term or provision determined to be invalid or unenforceable.

VII. Repeal of Prior Ordinance

Ordinance No. 193 adopting a prior version of the Agreement is hereby repealed in its entirety.

VIII. Effective Date

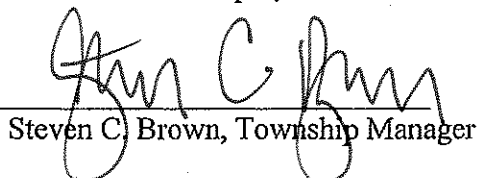
This Ordinance shall take effect five (5) days from the date of adoption.

DULY ENACTED THIS 2nd DAY OF December 2015 BY THE BOARD OF SUPERVISORS OF LONDON GROVE TOWNSHIP.

BY:


Richard Scott-Harper, Chairman

Attest:


Steven C. Brown, Township Manager

SEAL

AGREEMENT

THIS AGREEMENT is made and entered into by seven (7) counterparts this ^{2nd} day of ~~February~~ ^{December} 2015, by and between the following entities known collectively as the MUNICIPALITIES:

Borough of West Grove
Franklin Township
London Britain Township
London Grove Township
Londonderry Township
New London Township
Penn Township

And the West Grove Fire Company ("WGFC").

RECITALS

WHEREAS, the Municipalities are political subdivisions of the Commonwealth of Pennsylvania; and

WHEREAS, the Municipalities are responsible for the health, safety and welfare of their residents; and

WHEREAS, the Municipalities are legally empowered to enter into contracts to provide for emergency medical services and to appropriate funds therefore; and

WHEREAS, WGFC is a Pennsylvania non-profit corporation which had agreed to provide emergency medical services to the Municipalities;

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual promises each made to the other herein, and intending to be legally bound hereby, agree as follows:

1. The Services

WGFC will provide emergency medical services ("EMS") to the Municipalities and the residents and property owners therein which shall include but not be limited to: emergency Basic Life Support ambulance service, mutual aid, and service to non-residents. WGFC will provide manpower and equipment for such services, including, at a minimum the staff for one Ambulances on a twenty four hour a day, seven days a week basis. Each ambulance will be staffed with two licensed EMS- at all times.

WGFC shall be responsible for the cost of maintenance and repairs for vehicles titled in the name of WGFC and for equipment, facilities and property owned or leased by WGFC.

2. Standards of Operation

WGFC shall act in accordance with the highest standards of professional conduct and shall strive to conduct itself at all times substantially in accordance with accepted industry practices. WGFC shall provide sufficient training to its members to maximize the safety of its personnel and the people and property that WGFC serves.

3. Funding

The total annual cost, minus all other revenue sources including donations and reimbursements, of EMS shall be paid by the MUNICIPALITIES. The costs shall be allocated to the seven (7) members of the MUNICIPALITIES based on a formula consisting of three (3) discrete proration elements.

- 1) PRORATION No.1 is equal to the Population of the MUNICIPALITY that receives service from WGFC divided by the Total Population of the MUNICIPALITIES that receive service from WGFC. Population shall be determined on a yearly basis.
- 2) PRORATION No.2 is equal to the Assessed Value of Property of MUNICIPALITY that is owned by the Population that receives services from WGFC divided by the Total Assessed Value of Property of the MUNICIPALITIES that is owned by the Population that receives services from WGFC.
- 3) PRORATION No.3 is equal to the Number of Service Calls made to the MUNICIPALITY divided by the Total Number of Service Calls.

The PRORATION TOTAL for each MUNICIPALITY shall be calculated by the sum of PRORATION No.1, PRORATION No.2, and PRORATION No.3 divided by 3.

The total cost of EMS for each MUNICIPALITY shall be calculated by multiplying total proration for each MUNICIPALITY by the total annual cost provided by WGFC (West Grove Fire Company) for the applicable period.

WGFC will maintain an EXCEL based spreadsheet that calculates the PRORATIONS.

WGFC will update the EXCEL based spreadsheet with the appropriate population, assessment, and EMS call data annually.

WGFC shall provide to the MUNICIPALITIES an annual itemized listing of all expenditures of its funds before the MUNICIPALITIES will be responsible for paying their prorated amount.

WGFC will establish the annual cost of EMS and calculate the annual cost for each MUNICIPALITY.

WGFC will advise each MUNICIPALITY with the required annual cost in August of the year prior to the budget year.

4. Insurance

WGFC currently maintains and will continue to maintain the following insurances: property insurance for all buildings owned by WGFC for the replacement value of such buildings; personal property insurance for the replacement value of the personal property owned by WGFC, including portable equipment; general liability insurance in the amount of One Million Dollars per occurrence and Ten Million Dollars general aggregate; management liability in the amount of One Million Dollars for each offense or wrongful act and Ten Million Dollars in the aggregate; excess liability coverage in the amount of Four Million Dollars per occurrence and Eight Million Dollars in the aggregate. WGFC will cause the Municipalities to be added as an additional insured on these coverages. A copy of the Declaration page for the insurance policies that WGFC maintains is attached hereto. The policies shall require 60 days notice to WGFC and the Municipalities prior to termination or modification. In the event of a termination or expiration of a policy, WGFC shall provide evidence of replacement coverage to the Municipalities at least 30 days in advance of such termination or expiration. Failure by WGFC to maintain the coverages required shall constitute a Breach under this Agreement.

5. Term

The term of this Agreement is five (5) years commencing on March 4, 2015 and ending on December 31, 2020, subject to approval, as evidenced below, by the authorized officials of the respective parties hereto. In the event all such parties have not executed this Agreement until after its effective date, it is agreed that it shall be retroactive to March 4, 2015; provided, however, MUNICIPALITY shall have no liability to make payment under the terms hereof until this Agreement is fully executed.

6. Disputes

In the event of a dispute between one or more of the parties with respect to any of the terms or conditions hereof or the performance of the parties during the term of this Agreement, such dispute shall be submitted to a three (3) member panel of arbitrators for resolution and determination. Each of the parties shall select one such arbitrator within ten (10) days of notification by the other of an unresolved dispute, and the arbitrators so selected shall choose one additional arbitrator within ten (10) days after their appointment. The arbitrators are herewith empowered to conduct such hearings and subpoena such witnesses as shall be necessary for the full and complete determination of any such dispute. The decision of a majority of the arbitrators shall be final and conclusive upon the parties, and there shall be no appeal therefrom except in the case of question of law, the regularity of the proceedings or an abuse of the arbitrator's discretion. Each party shall pay the fee charged by its respective arbitrator, but otherwise shall share equally the fee of the additional arbitrator and all other costs of the proceeding, exclusive of any appeal.

7. Breach

If, in the opinion of at least three of the Municipalities, WGFC breaches any of the terms and conditions set forth in this Agreement, the Municipality may discontinue payment to WGFC pursuant to the provisions hereof, and any unpaid balance shall be retained by the Municipality with no further obligation to WGFC.

If one of the Municipalities fails to make the payments set forth in this Agreement, WGFC may discontinue services to that Municipality.

8. Waiver

Neither the failure of any party to insist upon strict performance of any of the provisions of this Agreement, nor the failure to exercise any right or remedy contained herein, nor the declaration of a breach hereof, shall constitute a waiver of any breach or of any covenant, agreement, term or condition. No waiver of any breach shall effect or alter this Agreement, and each and every covenant, condition, agreement and term shall continue in full force and effect.

9. Binding Effect.

All covenants, conditions and restrictions set forth herein shall inure to the benefit of, and shall be binding upon the successors and assigns of the parties hereto.

10. Entire Agreement

The foregoing constitutes the written agreement of the parties, and no modifications, amendments, additions or revisions thereto shall be valid and binding until executed in seven (7) counterparts by the respective parties.

11. Severability

If any term or provision hereof is deemed by a court of competent jurisdiction to be void, invalid or unenforceable, then the remainder of the provisions shall remain in full force and effect.

12. No Joint Venture or Agency Relationship

Nothing contained herein shall be deemed or may be construed by any party or any third person to create a relationship of principal and agent between the Municipalities and WGFC, nor to create any partnership or joint venture or association between the Municipalities and WGFC. This is an agreement between independent parties coming together in the public interest.

13. Notices

Any notices or requests required or permitted to be given hereunder shall be (i) sent by Federal Express of similar overnight service for next business day delivery, or (ii) sent by U.S. certified mail, return receipt requested, or (iii) by email communication to the email addresses set forth below; or (iv) by telefax transmission with the original machine generated transmit confirmation report in all cases addressed to the parties at their respective addresses as follows:

Borough of West Grove
P.O. Box 61
117 Rosehill Road
West Grove, PA 19390

Franklin Township
P.O. Box 118
20 Municipal Lane
Kemblesville, PA 19347

London Britain Township
P.O. Box 215
Kemblesville, PA 19347

London Grove Township
372 Rose Hill Road, Suite 100
West Grove, PA 19390

Londonderry Township
103 Daleville Road
Cochranville, PA 19330

New London Township
902 State Road
P.O. Box 1002

New London, PA 19360

Penn Township
260 Lewis Road
West Grove, PA 19390

West Grove Fire Company
101 Walnut Avenue
West Grove, PA 19390

Notices shall be presumed and agreed to have been given and received on (i) the day immediately following the day on which notice is deposited with an overnight delivery carrier; (ii) two days following the day on which notice is deposited in the United States Mail; (iii) the date of email transmission; and/or (iv) the date of facsimile transmission.

14. Governing Law.

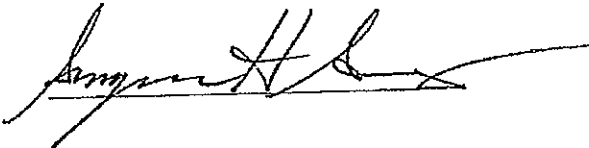
This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

15. Adopting Ordinances.

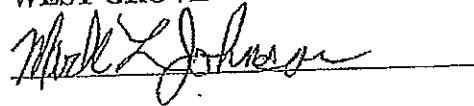
Each Municipality represents that prior to the execution of this Agreement it has enacted an Ordinance, in the form and substance required by the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, et. seq. approving this Agreement and authorizing its execution.

IN WITNESS WHEREOF, the parties hereto have caused their common or corporate seals to be hereunto affixed, and these presents to be executed by the Chairperson of the TOWNSHIP Board of Supervisors and the President of Borough Council, respectively, they being authorized so to do, the day and year first above written.

ATTEST:



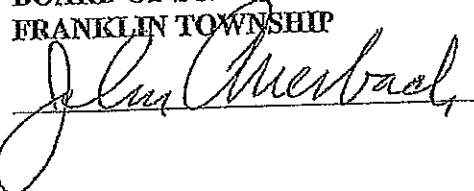
COUNCIL OF THE BOROUGH OF
WEST GROVE

BY: 

ATTEST:

BOARD OF SUPERVISORS OF
FRANKLIN TOWNSHIP



BY: 

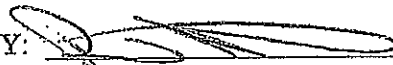
ATTEST:

BOARD OF SUPERVISORS OF
LONDON BRITAIN TOWNSHIP

BY: _____

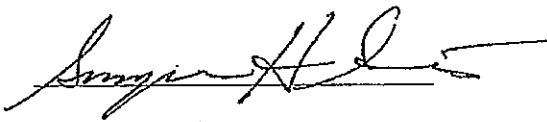
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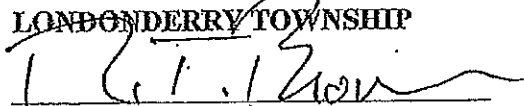
**BOARD OF SUPERVISORS OF
LONDON GROVE TOWNSHIP**

BY:  _____

ATTEST:

**BOARD OF SUPERVISORS OF
LONDONDERRY TOWNSHIP**

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BY:  _____

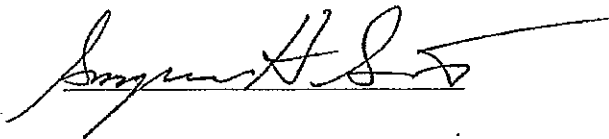
ATTEST:


**BOARD OF SUPERVISORS OF
NEW LONDON TOWNSHIP**

BY: _____

ATTEST:


**BOARD OF SUPERVISORS OF
PENN TOWNSHIP**

 _____

BY:  _____

ATTEST:

WEST GROVE FIRE COMPANY

 _____

By:  _____