

**FAWN GROVE BOROUGH
YORK COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2014-05

**AN ORDINANCE OF FAWN GROVE BOROUGH AUTHORIZING AN
INTERGOVERNMENTAL COOPERATION AGREEMENT ESTABLISHING A
REGIONAL AMBULANCE SERVICE**

WHEREAS, Fawn Grove Borough (Fawn Grove) is a municipal corporation, being a borough in the Commonwealth of Pennsylvania; and

WHEREAS, Delta Borough (Delta) is a municipal corporation, being a borough in the Commonwealth of Pennsylvania; and

WHEREAS, Peach Bottom Township (Peach Bottom) is a municipal corporation, being a second class township in the Commonwealth of Pennsylvania; and

WHEREAS, Fawn Township (Fawn) is a municipal corporation, being a second class township in the Commonwealth of Pennsylvania; and

WHEREAS, Lower Chanceford Township (Lower Chanceford) is a municipal corporation, being a second class township in the Commonwealth of Pennsylvania; and

WHEREAS, Chanceford Township (Chanceford) is a municipal corporation, being a second class township in the Commonwealth of Pennsylvania (hereinafter the aforesaid entities are collectively referred to as "Parties"); and

WHEREAS, pursuant to Section 1202(24) of the Borough Code, as amended, 53 P.S. §46202(24), Section 1507 of the Second Class Township Code, as amended, 53 P.S. §66507, and

the Intergovernmental Cooperation Law, 53 Pa. C.S.A. 2301 *et seq.* the parties are authorized to enter into joint intergovernmental agreements with other municipalities; and

WHEREAS, the Parties desire to enter into an intergovernmental cooperation agreement establishing a regional ambulance service.

SECTION 1: Fawn Grove is hereby authorized to enter into an Intergovernmental Agreement of Cooperation with the Parties authorizing the creation of Southern York County Emergency Medical Services (SYCEMS). A copy of that Agreement is attached hereto, marked Exhibit "A", and incorporated by reference (Agreement).

SECTION 2: The purpose and objectives of the Agreement are for the Parties to work cooperatively to create, operate and finance the SYCEMS, and to set forth the financial rights and obligations of the Parties.

SECTION 3: The term of the Agreement shall be five years, with an option of a second five year and one year renewal period.

SECTION 4: The President and Secretary of Fawn Grove are hereby authorized to execute the Agreement on behalf of Fawn Grove and by so doing to bind Fawn Grove to the terms of the Agreement.

SECTION 5: This Ordinance shall be effective immediately, or upon the effective date of a similar ordinance or resolution enacted by each other party, and the signing of the Agreement by all parties whichever occurs last.

ENACTED AND ORDAINED this 7th day of April, 2015.

ATTEST:

Cathy E. Kirkwood
Secretary

**FAWN GROVE BOROUGH
COUNCIL**

By: Jordan M. Zedler
President

Approved this 7th day of April 2015.



Bradley M. Fry
Mayor

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, approved by the Fawn Township Board of Supervisors on _____, by the Delta Borough Council on _____, Chanceford Township Board of Supervisors on _____, by the Lower Chanceford Township Board of Supervisors on _____, by the Fawn Grove Borough Council on _____ and by the Peach Bottom Board of Supervisors on _____ to be effective the _____ day of _____ 2015, 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

Delta Borough, Fawn Grove Borough, Peach Bottom Township, Fawn Township, Lower Chanceford Township and Chanceford Township all located 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 and establishing a funding strategy for a regional ambulance service the Southern York County Emergency Medical Services through cooperating with community non-profits in the use of volunteers, funding and other municipal guidance as may be determined through volunteers, ambulance service leaders, municipal leaders and community volunteers; 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 a regional ambulance service and cooperating with community nonprofits in the use of volunteers; and

WHEREAS, the Municipalities are in agreement as to the manner, creation and operation of the Southern York County Emergency Medical Services' Board of Directors which will include representatives from each municipality and is intended to work with the community and neighboring municipalities to establish a dedicated funding stream to support a regional ambulance provider; and

WHEREAS, based upon budgetary obligations and formation timeframes for the SYCEMS, all funding commitments for 2015 will be for the calendar year 2015 and the first of the five (5) year agreement shall commence in January 2015 with an understanding that the municipalities' ability to withdraw cannot commence until the calendar year 2017 based upon notice requirements contained herein; and

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

1. The Whereas clauses as afore stated are hereby incorporated into this Agreement as though fully set forth herein.

2. 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: Each municipality has adopted an Ordinance in accordance with the requirements of the Intergovernmental Cooperation Act, Act of December 19, 19%, 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.

3. The Municipalities Agree that they shall provide funding support for the Regional

Ambulance organization known as Southern York County Emergency Medical Services based upon a ratio that is based upon municipal population as determined by most recent and updated federal census data for the "Service Area" for the Southern York County Emergency Medical Services which shall be comprised of all six municipalities. Each Municipality shall be responsible for its proportion of funding each year based upon population percentage within the Service Area.

4. Southern York County Emergency Medical Services requires a base budget each year of \$341,870. Each year the Municipalities shall provide their share of municipal funding, which is set forth on Exhibit "A" of this Agreement, on a designated date as agreed upon by each individual municipality or quarterly as the case may be.

Southern York County Emergency Medical Services shall advise each Municipality of any adjustments in municipal obligation by October 1 of each year which will include any requests for increase in funding and municipal obligation related to said increase. Any increase in annual funding shall be capped at 3 % of the prior years contribution. The base budget shall be reexamined every five years. Each year the budget shall be provided by Southern York County Emergency Medical Services to the Municipalities by October 1.

5. Southern York County Emergency Medical Services shall be permitted to perform, but shall not be required to perform, additional fundraising activities which shall not impact municipal base funding obligations.

6. The Municipalities agree that at their earliest opportunity each year, , they shall name one delegate from their respective Board or Council, to serve on the Board of Directors to govern the Southern York County Emergency Management Service said Board Of Directors shall operate pursuant to the organization's bylaws to assist in defining the functions, future goals and operational structure of the Southern York County Emergency Medical Services.

7. The formation and meetings of the Board of Directors shall not impede or diminish funding requirements for 2015.

8. The municipal funding obligations set forth in this Agreement shall be in place for so long as Southern York County Emergency Medical Services provides ambulance and emergency response services to the Service Area, call reports (absent personal information and/ or information concerning callers) and provides quarterly financial reports to the Municipalities.
9. 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 and obligations shall be set forth in the Southern York County Emergency Medical Services bylaws.
10. The Term of the funding obligations under this Agreement is for a period of five (5) years. The funding obligations under this Agreement shall continue thereafter for a second period of five (5) years and soon. Except as provided by the VWhereas clause with regard to minimum participation by each municipality, in the event of withdrawal a municipality shall provide one year advance notice of its intent to withdraw. The first year a municipality would be able to withdraw would be 2017, and notice would have to be provided on or before December 31, 2015. In the case where a Municipality chooses not to continue to provide funding obligations, it shall no longer be part of the Service Area or of the Board of Directors and Southern York County Emergency Medical Services who shall notify the appropriate authorities of a change in service area as required by Pennsylvania Law.
11. The Municipalities recognize that providing support for ambulance services is a proper function of municipal government and does not constitute a proprietary function.
12. Southern York County Emergency Medical Services, in consideration for the Municipal Funding Obligations set forth herein, shall provide ambulance services in a manner required by Pennsylvania Law in a reasonable, prudent and prompt manner as able based upon personnel and equipment resources. Southern York County Emergency Medical Services shall provide to the Municipalities a list of responses which have occurred in each Municipality and activities undertaken by Southern York County Emergency Medical Services and shall provide general financial information concerning general categories of costs and expenditures.
13. The Municipalities Agree that Southern York County Emergency Medical Services has commenced the formation of a regional ambulance entity and shall work towards the creation of bylaws and governing documents with input and cooperation, as reasonable to carry out their emergency services functions, to comply with the intent of providing superior ambulance and emergency services to Service Area.
14. The Municipalities understand that Southern York County Emergency Medical Services shall be a separate and distinct emergency service provider from its supporting municipalities and has the power to enter into contracts for matters necessary for the orderly and efficient operation of regional ambulance services and to effectuate the

merger of or consolidation of existing regional ambulance services.

15. The Municipalities agree that in the event of dissolution all assets of the Southern York County Emergency Medical Services shall be distributed pursuant to the terms of the Organization's bylaws.
16. This Agreement shall become effective the date first above 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
17. 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.

(LEFT INTENTIONALLY BLANK FOR SIGNATURES)

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

DELTA BOROUGH

Attest

BY: Borough Council President

FAWN GROVE BOROUGH

Attest

BY: Borough Council President

CHANCEFORD TOWNSHIP

Attest

BY: Chair, Board of Supervisors

FAWN TOWNSHIP

Attest

BY: Chair, Board of Supervisors

LOWER CHANCEFORD
TOWNSHIP

Attest

BY: Chair, Board of Supervisors

PEACH BOTTOM TOWNSHIP

Attest

BY: Chair, Board of Supervisors

EXHIBIT "A"

FUNDING CONTRIBUTION

MUNICIPAL OBLIGATION YEAR 1

Delta Borough	\$13,652
Fawn Grove Borough	\$8,476
Chanceford Township	\$114,594
Fawn Township	\$58,113
Lower Chanceford Twp.	\$56,781
Peach Bottom Twp.	\$90,254

The Municipal Funding Obligation for year one equates to \$18.75 per capita.