

JOINT ARTICLES OF AGREEMENT  
For Fire, Rescue, and Related Services  
August 27, 2007

This Agreement, made this 27th day of August, 2007 by and among the Townships of College, Ferguson, and Patton, and the Borough of State College, (hereinafter jointly called the Municipalities), all of Centre County, Commonwealth of Pennsylvania, repealing and superceding the Joint Articles of Agreement for Regional Fire, Rescue and Related Services, dated November 27, 1995.

**Background of this Agreement**

Originally established as the Union Fire Company in 1899, the Alpha Fire Company (hereinafter called the Company) continues to grow and evolve to meet the Fire, Rescue, and Related Services needs of its primary service area; the Municipalities which today compose the Centre Region COG Fire Protection Program.

Similarly, the Centre Region COG Fire Protection Program continues to grow and evolve to meet the needs of the Company and the Municipalities. The Centre Region COG Fire Protection Program was originally established through the Joint Articles of Agreement for Regional Fire Service and Equipment Purchase in 1972. In 1992, the Centre Region COG accepted responsibility for the appointment of a Fire Administrator to manage the Fire Protection Program in accordance with recommendations contained in a study of the Fire Services Program, conducted by the Company and the Municipalities. The aforementioned Agreement, dated November 27, 1995, formalized those new arrangements and emphasized the regional character of the program.

In 2005, the Company and the Municipalities conducted a second study of the Fire Services Program. This study recommended establishing the position of Fire Director, with broader oversight authority for the Fire Protection Program than that established for the Fire Administrator. Throughout 2006, the Centre Region COG, the Company, and the Municipalities established a formal job description for the position of Fire Director, and established a process for identifying and evaluating suitable candidates for the position. The parties identified a suitable candidate, who was then subsequently appointed to the position by the Centre Region COG in February 2007. The intent of this agreement is to recognize the new arrangements resulting from this 2005 study, specifically the appointment of the Fire Director.

## **PROVISIONS OF THE AGREEMENT**

The provisions of the Agreement establish, through the Centre Region COG, a Fire Services Program, to secure fire, rescue, and related services for the Municipalities. Unless specifically referenced and exempted, the provisions of this Agreement shall be governed and interpreted according to the prevailing Articles of Agreement establishing the Centre Region COG, as may be amended.

Based on the foregoing, and within the agreement provisions of the Intergovernmental Cooperation Law (53pa.C.S.A. Section 481 et. seq.) as amended, the Municipalities agree and intend to be legally bound by the following:

### **SECTION 1 ESTABLISHMENT OF THE PROGRAM**

The Municipalities do hereby agree to continue to support, through the Centre Region COG, a Fire Services Program to provide regional funding, administration, and delivery of fire, rescue, and related services. It is the desire and intent of the Municipalities that community volunteers continue to staff and operate the Fire Services Program and that municipal support for this program be coordinated through the Centre Region COG.

### **SECTION 2 PURPOSE**

This Agreement authorizes the Centre Region COG to secure fire protection and rescue service for the Municipalities, for the purpose of protecting lives and property from fire and other emergencies.

### **SECTION 3 DUTIES AND RESPONSIBILITIES**

Under the terms of this Agreement, and when provided for in an approved budget, the Municipalities authorize the General Forum of the Centre Region COG to accomplish the following functions. The General Forum may delegate some or all of these functions to the Executive Director or the Fire Director of the Centre Region COG:

- 3.1 acquire vehicles, and major equipment, in accordance with the provisions of the Centre Region COG's Joint Articles of Agreement and within the Centre Region COG's budgetary limits;
- 3.2 employ a Fire Director and related staff to perform duties as approved by the General Forum in consultation with the Company;
- 3.3 execute mutual aid agreements, on behalf of the Municipalities, as recommended by the Company;

- 3.4 biennially appoint, after consultation with the Company, on behalf of the Municipalities, a Fire Marshal and related Assistants;
- 3.5 enter into an agreement with the Company, its successor, or other fire companies, to define the duties and responsibilities of the respective organizations in the Fire Services Program;
- 3.6 purchase, on behalf of the Municipalities, insurance policies as may be required for the operation of the Fire Services Program;
- 3.7 review and approve Company 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;
- 3.8 appoint the Fire Police Captain and Fire Police Lieutenant, when nominated by the Company, and confirmed by the Centre Region COG General Forum;
- 3.9 approve, upon recommendation of the Fire Chief and after consultation with a municipal police department, licensed, qualified drivers for all motorized firefighting apparatus and support vehicles belonging to the Municipalities or the Centre Region COG;
- 3.10 appoint the Fire Chief and Assistant Chiefs as elected by the Company; (In the event the Commonwealth of Pennsylvania shall require the Municipalities to appoint other Company Officers, those appointments shall be made by the General Forum of the Centre Region COG. If there is a lapse between the time of the Company's election and appointment by the Centre Region COG, the elected officers may serve in accordance with the Company By-Laws until appointment by the Centre Region COG. Fire officers appointed by the Centre Region COG are subject to the terms and conditions of appointment as may be approved by the General Forum.)
- 3.11 recognize the Fire Director and the Company and its officers have the responsibility for the supervision and control of the Company at fires and other incidents where the Company is called to provide service;
- 3.12 certify the training level of all employees and volunteer firefighters for hazardous materials response and other activities, when required by state and federal laws or regulations;

- 3.13 perform other duties as may be necessary to the operation of the Fire Services Program;

#### SECTION 4 FINANCES

This section, to the extent stated, supersedes and augments the prevailing Articles of Agreement for the Centre Region COG, dated October 23, 1989.

- 4.1 The Municipalities in the Fire Services Program are responsible for providing financial support to operate and maintain the program. Municipal funding shall be established by the Centre Region COG General Forum in the annual Centre Region COG budget.
- 4.2 Operating and capital equipment costs of the Fire Services Program, after all fees and other available revenues are deducted, shall be shared by the Municipalities, based upon the funding formula referenced in the Articles of Agreement for the Centre Region COG.
- 4.3 The annual budget for the operation of the program shall be prepared by the Fire Director in consultation with the Fire Chief, and shall be reviewed through the regular Centre Region budget process. The municipal shares designated in the annual budget for the Fire Services Program shall not be binding on the parties hereto until approved by the Municipalities and incorporated into the official budgets of the Municipalities.
- 4.4 The Centre Region Executive Director or his/her designee(s) shall manage the Centre Region Fire Program appropriations, as approved by the General Forum.
- 4.5 Contributions for the Fire Services Program operations and equipment purchases shall continue to be solicited and received from The Pennsylvania State University and other appropriate agencies. Such contributions shall be included annually in the general operations and capital equipment portions of the Fire Services Program budget.
- 4.6 The Centre Region COG Executive Director, or his/her designee, shall be responsible for soliciting and obtaining contributions from The Pennsylvania State University and other appropriate agencies.
- 4.7 The establishment of full-time employment positions, or the purchase of vehicles identified in the Fire Services Program's "Apparatus Acquisition and Replacement Schedule" contained in

the Centre Region COG's annual budget shall require approval by all participating municipalities.

- 4.8 The Centre Region COG is authorized to bill responsible parties as provided by law (P.L. 639, No. 165, Section 210), for the costs incurred at hazardous materials incidents and/or for other extraordinary services provided by the Company. If the Company is assisting a Certified Hazardous Materials Team, cost recovery must be coordinated with the Team. The General Forum will establish a cost factor for the use of Company personnel and equipment. Recovered costs for hazardous materials incidents or other extraordinary services will be divided appropriately between the Fire Services Program, the Company, and the State College Fireman's Relief Association (SCFRA) in accord with actual costs incurred.

## SECTION 5 VEHICLES AND EQUIPMENT

- 5.1 All vehicles and equipment acquired with Centre Region COG funds shall be purchased, owned, transferred, sold or disposed of according to the Articles of Agreement for the Centre Region COG. Such program property shall be titled to the Centre Region COG.
- 5.2 Purchases shall be made in accordance with the Centre Region COG's annual budget and Purchasing Policy relating to bidding vehicles, equipment, materials, supplies, and services and advertising thereof. Bidding specifications for vehicles shall be prepared by the Fire Director in consultation with the Company, and shall be approved by the Centre Region COG Executive Director prior to bid letting.
- 5.3 Vehicles and equipment shall be under the direct operational control of the Fire Director, the Fire Chief, or their designees.

## SECTION 6 FACILITIES

This Agreement does not include the acquisition and/or development of facilities for the Fire Services Program, which shall be addressed in a separate agreement.

## SECTION 7 DISPOSITION OF PROPERTY

In the event the Fire Services Program is dissolved, this section, to the extent stated, supersedes the current Centre Region COG Articles of Agreement.

- 7.1 The Municipalities shall share in the disposition of property owned by the Centre Region COG upon termination of the Fire Services Program, provided the Municipalities have been members of the Program for a minimum of five years.
- 7.2 Upon termination of the Fire Services Program, the procedure for the disposition of property owned by the Centre Region COG shall be accomplished according to the Centre Region COG Articles of Agreement. Proceeds from any sales shall be distributed to the Municipalities in accordance with their contributions to the Fire Services Program during the last five years prior to the termination of the program.

#### SECTION 8 CHANGES IN MEMBER MUNICIPALITIES

The Fire Services Program, may, from time to time, be enlarged to include other jurisdictions upon such terms and conditions as may be agreed upon by the Municipalities in consultation with the Company.

Any Municipality shall have the right to withdrawal from the Fire Services Program at the end of any calendar year, by giving twelve months prior written notice to the Centre Region COG and Executive Director. This notice shall be in the form of an ordinance, approved by the governing body of the Municipality. Withdrawal will in no way serve to void or lessen any previous obligation incurred by that Municipality.

#### SECTION 9 AMENDMENT PROCEDURES

Amendments to this Agreement may be recommended by the Centre Region COG General Forum, the Company, or by the Municipalities. Any amendment or change to this Agreement shall be approved by the Centre Region COG General Forum, according to the Centre Region COG Articles of Agreement, and unanimously by the Municipalities, and shall take effect upon passage of appropriate municipal ordinances.

#### SECTION 10 EFFECTIVE DATE

The effective date of this Agreement shall be upon enactment by ordinance of the Agreement by the Municipalities.

TOWNSHIP OF COLLEGE

Attest: Adam [Signature]

By: David B. Wasson  
 Chair, Township Council

TOWNSHIP OF FERGUSON

Attest: Mark A. Kunkle

By: Richard J. [Signature]  
 Chair, Board of Supervisors

TOWNSHIP OF PATTON

Attest: [Signature]  
 ASST. SECRETARY

By: Christ Adams (C)  
 Chair, Board of Supervisors

BOROUGH OF STATE COLLEGE

Attest: [Signature]

By: Catherine A. Dauer  
 President, Borough Council

Municipality	Ordinance Number	Date
State College Borough	<u>1878</u>	<u>10/19/07</u>
College Township	<u>0-07-17</u>	<u>9/06/07</u>
Ferguson Township	<u>890</u>	<u>10/1/07</u>
Patton Township	<u>2007-485</u>	<u>9/26/07</u>