

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this 29th day of April, 2004, by and between the Township of Jackson, a municipal corporation organized under the laws of Pennsylvania with its municipal offices located in the County of Cambria, Commonwealth of Pennsylvania, and various other local participating Boroughs and Townships within the Commonwealth, for a purpose.

WITNESSETH:

WHEREAS, the Township of Jackson and several other participating communities (the "Municipalities") are Municipalities located within either the County of Cambria or the County of Somerset, Pennsylvania; and

WHEREAS, the Township of Jackson and the Municipalities recognize that the growth and development within the two counties in general, and in the Township of Jackson in particular, have increased the need for municipal services to their residents; and

WHEREAS, each Municipality has also recognized that enforcement of the Uniform Construction Code would be beneficial for its residents and would protect and preserve the health, safety, and welfare of its citizens; and

WHEREAS, the Municipalities have recognized that administration of a code enforcement program would be best undertaken through the employment or contract of a trained professional Code Official(s); and

WHEREAS, the Municipalities recognize that the employment of separate Code Official(s) to perform identical tasks within each Municipality could result in the duplication of effort to the detriment of the residents of the Municipalities; and

WHEREAS, the Municipalities recognize that the coordination of services would enable each Municipality to minimize the costs of the administration of a code enforcement program; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Pennsylvania Department of Community and Economic Development ("Department") has established a program to encourage Municipalities to enter into such agreements for the sharing of code enforcement services; and

WHEREAS, the Township of Jackson and several other participating Municipalities hereby enter into an agreement whereby they will jointly establish a program of code enforcement to serve the Municipalities.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Establishment of Joint Code Enforcement Program.** The Township of Jackson and several other participating Municipalities shall establish a program for the enforcement of municipal codes which shall include the enactment of certain ordinances and the sharing of the services of a Code Official(s) in accordance with the provisions of this Agreement. Such program shall be known as the "Joint Code Enforcement Program" and shall be administered in accordance with the provisions of this Agreement.

2. Establishment of Codes. It is the intention of the Township of Jackson and the several other participating Municipalities that the Joint Code Enforcement Program shall include the Uniform Construction Code and all applicable codes by reference. The Municipalities intend that the Joint Code Enforcement Program may be extended, upon mutual agreement, to include other code enforcement programs in the future.

- A. Enactment of the Uniform Construction Code. Within ninety (90) days following execution of this Agreement, the Municipalities shall enact ordinances, in substantially identical form, to adopt the Uniform Construction Code (Act 45 of 1999).
- B. Incorporation of additional codes into Program. It is the intent of the Municipalities not to limit this Agreement to enforcement of the code listed in Paragraph 2(A) herein. Upon mutual agreement of the Municipalities, the Code Official(s) may enforce other codes, including but not limited to property maintenance codes. The Program Committee shall determine such other codes that shall be included in the Joint Code Enforcement Program, any amendments or updates necessary to such codes and ordinances, and the time frames within which such ordinances shall be enacted or amended.

3. Establishment of Program Committee. The Joint Code Enforcement Program shall be administered by the Program Committee.

- A. Membership. The Program Committee shall be composed of one (1) member of the governing body of each participating Municipality, appointed for a one (1) year term by the governing body at its first meeting in January of each calendar year. The initial members of the Program Committee shall be appointed by the governing bodies within thirty (30) days from the execution of this Agreement. Each governing body may, if it so desires, appoint an alternate member to the Program Committee.
- B. Meetings. The Program Committee shall meet at times to be selected by the members of the Program Committee.
- C. Voting. All actions by the Program Committee shall be taken by a majority of the members of the Program Committee. In the event that there is a tie vote upon a particular item, any Municipality may request that the issue be mediated.

4. Responsibility of Municipalities. The following activities are the individual responsibility of each Municipality:

- A. Drafting and enacting an ordinance that ratifies the Municipality's participation in the Joint Code Enforcement Program and the entering of this Agreement in accordance with the requirements of the Intergovernmental Cooperation Act.
- B. Adopting or amending the Municipality's existing fee resolution providing for identical fees to be imposed for the issuance of building permits and other permits required under the codes to be enforced as a part of the Joint Code Enforcement Program.
- C. Provide adequate insurance coverage for all aspects of the Program to include errors and omissions insurance and general liability insurance for actions of the Code Official(s) and the Program Committee.
- D. In the event a third-party agency or individual is retained for code enforcement services, verification of the mandatory liability insurance and evidence of certifications must be provided to the Program Committee.
- E. Eliminate the position of, or modify the responsibilities of, any existing Municipal employee so as to the eliminate conflicts and/or overlaps with the responsibilities of Code Official(s).
- F. If required, provide adequate office space to house the Code Official(s). This space shall be readily accessible to the public, and provision shall be made for secure record-keeping facilities, telephone service, computers and copying equipment.

5. Responsibility of Program Committee. The following activities are the responsibility of the Program Committee:

- A. Recruitment and hiring of the Code Official(s).
- B. Establishment of the salary and benefit package for the Code Official(s).
- C. Evaluation of the performance of the Code Official(s) within the first six (6) months and annually thereafter.
- D. Review of ordinances of each Municipality with suggestions for the

enactment of new ordinances to be administered by the Joint Code Enforcement Program.

- E. Resolution of any problems or concerns between the Municipalities and the formulation of policy-oriented decisions.

6. Construction Code Official. A Code Official(s) shall be hired or retained in accordance with the terms of this Agreement in order to implement the Joint Code Enforcement Program.

- A. Hiring. A mutually acceptable organization or agency shall advertise for a Code Official(s). Such advertisement shall set forth criteria for a Code Official(s) in accordance with the requirements of the Uniform Construction Code licensing and certification regulations. The mutually acceptable organization or agency shall interview candidates for the position and shall present a candidate for the consent of the Program Committee. No candidate shall be selected who does not meet the qualifications set forth in the advertisement for the position.
- B. The Code Official(s) shall be hired for a ninety (90) day probationary period. If the performance of the Code Official(s) is not satisfactory during the probationary period, the Code Official(s) shall be discharged.
- C. The Code Official(s) shall allocate its time as required between the Municipalities. The Municipalities recognize that it is impossible to equally divide each day or even each week because permit applications or inspections may be needed more frequently in one Municipality than in another in any given week. However, it is the intent of this Agreement that the Municipalities shall receive the required allocations of the services of the Code Official(s).
- D. Office hours shall be established by the Code Official(s) with the consent of the Program Committee.

7. Program Cost Sharing. Each Municipality shall participate in a prorated or equal share of the cost of the salary and benefit package of the Code Official(s) (who will administer the Joint Code Enforcement Program) and in generally acceptable office administrative costs and expenses. Each Municipality shall participate and pay for other

costs of administering the Joint Code Enforcement Program within that Municipality, including but not limited to the enactment, amendment and updating of ordinances, and prosecution costs for violations of ordinances. Any fines or penalties recovered by a Municipality for a violation of its ordinances shall be the sole property of the prosecuting Municipality.

- A. Grants. Each Municipality shall take every reasonable step to obtain from federal, state and other agencies such grants and aid as may be from time to time available for code enforcement and for intermunicipal cooperation. If grants may be obtained for the purchase of property to be used, such as a computer, the Program Committee shall coordinate the application and shall determine which Municipality or agency shall take title to any such equipment.

8. Duration of Agreement. The term of this Agreement shall be for a period of one (1) year commencing with the date of execution hereof by the Township of Jackson and several other participating Municipalities. This Agreement shall be automatically renewed for an additional term of one (1) years at the conclusion of the initial term and each renewal term thereafter unless, at least ninety (90) days prior to the beginning of the fiscal year, the Municipality which does not desire to renew the Agreement gives written notice of such refusal to renew to the other Municipalities in writing.

9. Participation of Other Municipalities. Additional Municipalities may become a party to this Agreement upon the consent of the Program Committee at the time such a request is made. A Municipality which desires to become a party to this Agreement shall make application to the Program Committee and shall in writing agree to accept all terms and conditions of this Agreement. Failure to act upon an application to become a party to this Agreement within sixty (60) days of receipt of such application shall be considered to be a denial of consent to become a party to this Agreement.

10. Withdrawal from Agreement. Any Municipality may withdraw from participation

at the end of the term of this Agreement or any extension thereof by notifying the Program Committee in writing of the intention to withdraw at least ninety (90) days before the expiration of such term as provided in Section 8 herein. Notwithstanding the foregoing, any Municipality may withdraw from this Agreement for cause by providing the Program Committee with written notification of the cause of such withdrawal. During such notification period, the governing body of any other Municipality shall have the right to challenge the cause for withdrawal. In the event such a challenge is made, the withdrawing Municipality and the challenging Municipality shall mediate their differences within thirty (30) days. If, after meeting with a mediator, such differences cannot be resolved, the withdrawing Municipality shall be permitted to withdraw on the next anniversary date of this Agreement.

11. Amendment. This Agreement may be amended only by written instrument signed by all Participating Municipalities.

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

13. Severability. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of each Participating Municipality that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provisions had not been included herein.

14. Enactment of Ordinance Under Intergovernmental Cooperation Act. The governing body of each Municipality agrees to enact an ordinance within ninety(90) days from the date hereof pursuant to and in accordance with the Pennsylvania Intergovernmental Cooperation Act for the purpose of authorizing and effectuating this Agreement.

15. Construction. When the tense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Township of Jackson
County of Cambria
Commonwealth of Pennsylvania

By: David J. Bracken
Chairman, Board of Supervisors

ATTEST:

David M. D'Isis
Township Secretary

(Seal)