

**INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN
CAMBRIA TOWNSHIP, JACKSON TOWNSHIP AND EBENSBURG BOROUGH
FOR THE ESTABLISHMENT OF A JOINT CODES ENFORCEMENT PROGRAM**

THIS AGREEMENT, made this _____ day of _____ 2009, by and between:

CAMBRIA TOWNSHIP, a Pennsylvania municipal corporation having its principal office at P. O. Box 248, 184 Municipal Road, Revloc, Pa 15948, Cambria County, Pennsylvania,

AND

JACKSON TOWNSHIP, a Pennsylvania municipal corporation having its principal office at 513 Pike Road, Johnstown, Pa 15909, Cambria County, Pennsylvania,

AND

EBENSBURG BOROUGH, a Pennsylvania municipal corporation having its principal office at 300 West High Street, Ebensburg, Pa 15931, Cambria County, Pennsylvania.

WITNESSETH

WHEREAS, the parties recognize the benefits of sharing municipal resources and services;
and

WHEREAS, the parties are desirous to engage in the cooperative enforcement of building codes, zoning regulations and other municipal ordinances; and

WHEREAS, the Act of December 19, 1999, P.L. 1158, No. 177, 53 Pa. C.S.A., Section 2301, et. seq., also known as the Intergovernmental Cooperation Act (Act 77), permits municipalities to enter into agreements to cooperate in the performance of their respective functions, powers and responsibilities.

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:

SECTION 1 – ESTABLISHMENT OF CODE ENFORCEMENT AGENCY

The parties do hereby create and establish the “Central Cambria Codes Enforcement Agency”, hereinafter referred to as the “Agency”.

SECTION 2 – PURPOSE

The Agency is established to provide, in the participating municipalities, enforcement of all building and housing related codes, including but not limited to the Uniform Construction Code and the International Property Maintenance Code; all local zoning regulations; and all “nuisance” ordinances generally establishing regulations for height of grass, storage of vehicles and other items, and other issues related to maintenance of properties.

SECTION 3 – ORGANIZATION

The Agency will be administered by the Central Cambria Coalition, whose members shall hire staff, incur expenses, establish fees for permits and other services, and take whatever action they deem necessary to successfully administer the program, subject to a majority vote of the member municipalities.

SECTION 4 –CHARGES AND EXPENSES

- a) The parties agree that the ongoing expenses of the Agency are intended to be funded by permit and service fees assessed by each municipality and collected by the Agency. It is agreed that the work required in each municipality is proportionate to the fees generated in each municipality.
- b) The parties agree that if, in the opinion of the Coalition, a fund balance is to be distributed to the parties, that such distribution of funds shall be prorated in proportion to the fees generated by each municipality since any previous distribution of assets.
- c) The parties agree that if, in the opinion of the Coalition, the fund balance needs to be supplemented by the parties, that the responsibility for such a supplemental contribution shall be prorated in proportion to the fees generated by each municipality in the previous calendar year, but no less than 25% of the total required supplement.
- d) The parties agree upon the necessity to advance funds to the Agency for start up costs and day-to-day operational expenses until such time that the Agency possesses a satisfactory fund balance. Each party agrees to advance to the Agency the sum of five thousand (\$5,000.00) dollars. Said initial contribution shall be refunded equally to each municipality prior to any aforesaid prorated distribution of assets, and before December 31, 2010 if the fund balance allows.

SECTION 5 – ADMINISTRATION

- a) Cambria Township agrees to act as the employer of any and all employees hired by on behalf of the Agency. The parties agree that Cambria Township shall be reimbursed on a monthly basis for any and all payroll related expenses, including the cost of wages and all employee benefits.

- b) It is agreed that the wages of employees shall be established by the Central Cambria Coalition, and that the benefits provided to said employees shall be identical to those provided by Cambria Township to its other employees.
- c) Ebensburg Borough agrees to provide office space for the employees, and to provide necessary administrative support in the form of telephone, copier, fax, computer, postage meter, file cabinet, desk, etc. The Borough will not provide clerical support. The parties agree that Ebensburg Borough shall be reimbursed on a monthly basis for any and all office related expenses.
- d) Cambria Township agrees to provide accounting services to the Agency. All funds received by the Agency shall be deposited to a separate account. Expenses will either be paid directly from the Agency's account, or paid from the applicable municipal account and reimbursed to that municipality.

SECTION 6 – LIABILITY

- a) Each party shall indemnify and hold harmless the other parties as a result of any action accruing from the Agency's activities in the course of enforcing regulations in that municipality and for any actions that may be brought against the other party for injuries or damage occasioned while an Agency employee is engaged in activity on behalf of that party.
- b) Each party agrees to add "Central Cambria Codes Enforcement Agency" and "Central Cambria Coalition" as an additional insured under its general liability and public officials insurance policy(s).
- c) As all employees employed on behalf of the Agency shall be employed by Cambria Township, Cambria Township shall be responsible for all workers compensation and unemployment compensation claims made by any employees employed in the Agency's behalf.
- d) As all employees employed on behalf of the Agency shall be employed by Cambria Township, Cambria Township shall be responsible for providing primary coverage for general liability and public officials liability insurance on the Agency's behalf.
- e) As the owner of any vehicle(s) utilized by the Agency, Cambria Township shall be responsible for providing business automobile liability insurance.
- f) It is agreed that Cambria Township shall be entitled to reimbursement from the Agency for any costs associated with providing the aforesaid insurances.

SECTION 7 – TERM

a) The terms of this Agreement shall be for a period of one (1) year. This Agreement shall be automatically renewed on a year-to-year basis at the conclusion of the initial term, unless, at least one hundred twenty (120) days prior to a renewal, the party which does not desire to renew the Agreement gives written notice of such refusal to renew to the other parties in writing.

b) Unless mutually agreed to otherwise by the parties, no party shall be entitled to reimbursement of any funds paid to or advanced to the Agency.

SECTION 8 – AMENDMENT

This Agreement may be amended only by written instrument signed by all parties.

SECTION 9 – INTERPRETATION

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

SECTION 10 – 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 party that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION 11 - EFFECTIVE DATE

The effective date of this agreement shall be January 1, 2010.

(Remainder of page intentionally left blank)

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

TOWNSHIP OF CAMBRIA

Robert J. Shook, Chairman

Attest:

David Hoover, Supervisor

Norma Cicero, Secretary

Peter Berkoski, Supervisor

TOWNSHIP OF JACKSON

Bruce A. Baker, Chairman

Attest:

David J. Bracken, Supervisor

David M. Hirko, Secretary

John A. Wallet, Supervisor

BOROUGH OF EBENSBURG

Deborah A. Nesbella, President

Attest:

Daniel L. Penatzer, Secretary