

**MEMORANDUM**

**TO: EDEN RATLIFF, MANAGER**

**FR: DAVE SANDER, ESQ.**

**DT: JULY 12, 2022**

**RE: CHESTER COUNTY EMERGENCY RESPONSE TEAM – ARTICLES OF AGREEMENT**

You asked me to provide an update on the proposed Articles of Agreement (the “Articles”) for the Chester County Emergency Response Team (“CCERT”) for consideration by the Board of Supervisors.

Kennett Township, along with Tredyffrin Township, Downingtown Borough, East Vincent Township, and Schuylkill Township (collectively the “Member Municipalities”) are the five municipalities spearheading the formation of the CCERT and the associated governing structure of that organization. The Articles were drafted by Andy Rongaus, Esq. from Siana Law, solicitor to one of the Member Municipalities, and the Articles have been reviewed by all other solicitors. I have worked with Chief Gordon on the review of the Articles, and he has indicated that he is satisfied with the present draft.

The Articles establish the Chester County Emergency Response Commission (the “Commission”) which will govern the CCERT. The Articles include all criteria for membership in the Commission, the establishment of an executive board, and the rules and regulations that will govern the operation of the CCERT. The goal of the CCERT is to pool specialized police services, including the need for emergency response team services and other such specialized police services as determined in the future that will allow the Member Municipalities to respond to those police emergencies occurring in Chester County where a specialized emergency law enforcement response is requested by the officer and/or police department in charge of a scene. It is anticipated that as many as 32 municipalities will join the CCERT.

The following is one of the key personnel provisions of the Articles:

“3.13 Any employee of a Member Municipality, acting on behalf of the Commission, shall remain an employee of the Member Municipality for purposes of any salary, workers’ compensation benefits, heart and lung benefits, and/or other benefits or other financial compensation. Any injury to any employee of a Member Municipality that occurs while the employee is acting on behalf of the Commission shall be considered to have occurred while the employee was working for their Member Municipality employer and shall be governed by the Member Municipality’s rules, regulations, and policies as the employer.”

The following provisions are the significant provisions governing the Commission’s finances:

“2.6 All Member Municipalities shall pay an annual membership fee per calendar year pursuant to the terms of this Agreement. Annual membership fees shall be payable on or before March 31<sup>st</sup> of each calendar year. The annual membership fee and any subsequent annual adjustments thereto shall be determined by the Commission, as set forth herein, based upon the budget of

the Commission, the operational needs of the Commission, and income available to the Commission from all sources including, but not limited to, public and private grants.

“5.2 The Commission shall prepare and submit an annual budget to each Member Municipality on or before September 30<sup>th</sup> of each year containing the proposed budget necessary for Commission business for the following year and any supplemental information necessary for the Member Municipalities to understand the purpose of the planned expenditures and shall set the annual membership fee for the following year.”

The Commission’s books and records will be audited annually with a copy of the audit being supplied to each Member Municipality. I asked Andy Rongaus what could be expected to be the annual membership fee, at least to start, and he advised that the group anticipates that the fee will remain the same as last year which he believes is \$3,500.00. There was discussion that once the Commission is up and running, it may provide *a la carte* services such as serious accident reconstruction, or other services. The annual membership fee can only increase up to 10% per year to protect the Member Municipalities.

The following provision is the key insurance provision in the Articles:

“9.1 The Commission shall secure and maintain General Liability, Hired and Non-Owned Auto Liability, Public Officials Liability, and Police Professional Liability coverages. All participating Member Municipalities and their employees, when acting on behalf of the Commission, shall be named as Additional Insureds or Additional Covered Parties under the Commission’s liability coverages. All these liability coverages shall be written so that they are primary to and non-contributory with each Member Municipality’s liability coverages. The minimum limits of liability coverage shall be Ten Million Dollars (\$10,000,000.00) each occurrence for each coverage type. Coverage limits may be written for any combination of primary and excess liability totaling \$10,000,000 or higher.”

The Commission will also obtain automobile insurance, property insurance, and Employee Dishonesty insurance. Dishonesty insurance protects the Commission against unauthorized actions by the treasurer, financial secretary, or other individual with access to the Commission’s assets or money. It would protect against employee theft, financial forgeries, cybercrimes, embezzlement, unauthorized money transfers, etc. The Commission’s treasurer must also be bonded.

Additional provisions of the Articles address the jurisdiction and power of the Commission, property that may be owned by the Commission, the reporting and record-keeping system that the Commission will use, joinder of additional municipalities, withdrawal of members, and the dissolution of the Commission.

The Townships have been requested to take action by adopting a resolution approving the Articles as an intergovernmental agreement by August at the latest to allow the Commission to begin operations.

## ARTICLES OF AGREEMENT

This **AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the following:

A. Tredyffrin Township, Pennsylvania Home Rule municipality, with municipal offices located 1100 Duportail Road, Berwyn, PA 19312;

B. Downingtown Borough, a Pennsylvania Borough with offices located at 4 W. Lancaster Avenue, Downingtown, PA 19335;

C. Schuylkill Township, a second-class township with municipal offices located at 111 Valley Park Road, Phoenixville, PA 19460;

D. Kennett Township, a second-class township with municipal offices located at 801 Burrows Run Road, Chadds Ford, PA 19317;

E. East Vincent Township, a second-class township with municipal offices located at 262 Ridge Road, Spring City, PA 19475;

All of which are political subdivisions of the Commonwealth of Pennsylvania, situated in the county of Chester, hereinafter collectively referred to as the “Member Municipalities.”

**BACKGROUND:** The Member Municipalities have determined that there is a need for and a substantial benefit to be derived from pooling specialized police services, including the need for emergency response team services and other such specialized police services as determined in the future. The Member Municipalities desire collectively to associate themselves together in and by virtue of this Agreement to create and establish the Chester County Emergency Response Commission, hereinafter referred to as the “Commission,” as authorized by the Pennsylvania Intergovernmental Cooperation Act, Act 77 of 1996 (53 Pa.C.S. § 2301, et seq.), (the “Act”) and the resolutions and other authorizing actions of the Member Municipalities, which agencies shall

have the power and duties as provided in the above-referenced resolutions and this Agreement, consistent with the authority of the Act and the other applicable laws.

**ARTICLE 1  
PURPOSE**

Section 1.1 – The purpose of this Intergovernmental Cooperation Agreement (“Agreement”) is to create the Commission, which shall assist the Member Municipalities with carrying out the powers and duties of political subdivisions as set forth in 42 Pa.C.S.A § 8951, *et seq.* (the Municipal Police Jurisdiction Act), particularly in the Member Municipalities’ responses to those police emergencies occurring in Chester County, Pennsylvania, where a specialized emergency law enforcement response is requested by the officer and/or Department in charge of the scene. If the Commission receives funds from the United States Department of Homeland Security, it will respond to emergencies at such locations as said funding may require.

**ARTICLE 2  
MEMBERSHIP**

Section 2.1- To become and remain a member of the Commission, Member Municipalities and other Chester County Municipalities seeking membership hereto, must be serviced by a municipal police department for primary police jurisdiction and shall adopt and maintain a resolution authorizing its membership in the Commission pursuant to the Act and comply with all requirements of the respective resolutions, this Agreement, and all Commission adopted policies, including the financial requirements as set forth in the Agreement and as determined by the Commission.

Section 2.2 – Each Member Municipality’s Chief of Police, or his/her designee, shall be the Member Municipality’s representative to the Commission. The Chief of Police or his/her designee shall have all powers and responsibilities as the representative of the Member

Municipality, within the governance and organization of the Commission. The Chief of Police or his/her designee shall be a full-time active-duty police officer in good standing of the respective Member Municipality to act as the representative of the Member Municipality on the Commission.

Section 2.3 - The Chief of Police of each Member Municipality shall notify the Commission, in writing, if the Member Municipality's representative is replaced. The notification shall state the date on which such appointment is effective. No appointed representative of the Member Municipality shall vote or take any other official action until the notification required by this section is received by the Commission.

Section 2.4 – The Member Municipality's initial term as a member of the Commission shall commence on the date of the enactment of its authorizing resolution until December 31<sup>st</sup> of the same year. ("Initial Term"). Thereafter, the Member Municipality's term shall automatically renew for a new one-year term on the first day of each subsequent year ("Annual Term") unless the Member Municipality withdraws from the Commission pursuant to the terms herein, or unless the Commission is dissolved pursuant to Article 11 herein.

Section 2.5 - Upon a Member Municipality's voluntary or involuntary termination of its membership in the Commission, the Member Municipality shall forfeit its rights to all property (materials, equipment, supplies, etc.) belonging to the Commission and shall not be entitled to reimbursement for the value of any prior contributions, donations, fees, or dues made to the Commission.

Section 2.6 - All Member Municipalities shall pay an annual membership fee per calendar year pursuant to the terms of this Agreement. Annual membership fees shall be payable on or before March 31<sup>st</sup> of each calendar year. The annual membership fee and any subsequent annual adjustments thereto shall be determined by the Commission, as set forth herein, based upon the

budget of the Commission, the operational needs of the Commission, and income available to the Commission from all sources including, but not limited to, public and private grants.

### **ARTICLE 3 ORGANIZATION AND GOVERNANCE**

Section 3.1 – The Commission shall be governed by an Executive Board elected by a majority vote of the representatives of the Member Municipalities present at the annual organizational meeting. The Executive Board members shall be representatives as designated in Section 2.2.

Section 3.2 – The Executive Board shall consist of five (5) members and shall be designated as Group A, consisting of two director positions, Group B, consisting of two director positions, and Group C consisting of one director position.

Section 3.3 – The Executive Board shall be elected at the initial organizational meeting in 2022 and serve until the annual organizational meeting in January 2025. At the annual organizational meeting in January 2025, the two Executive Board positions designated as Group A shall be up for election. The Executive Board positions designated as Group B shall be up for election in 2026, and Group C subsequently in 2027. Thereafter, the election for Executive Board positions shall continue in the same alternating manner annually. Effective 2025, Executive Board members shall be elected to a term of three (3) years. No Executive Board Member shall serve more than two (2) consecutive three-year terms.

Section 3.4 – After the election of Executive Board members at each annual organizational meeting, the Executive Board shall organize itself by majority vote of the Executive Board. The Executive Board shall consist of the office of president, first vice-president, second vice-president, recording secretary, and financial secretary.

Section 3.5 – All decisions and actions of the Executive Board shall be determined by a majority vote of the members of the Executive Board at a stated public meeting. Three members of the Executive Board shall constitute a quorum of the Executive Board.

Section 3.6 – Any vacancy in the Executive Board shall be filled by appointment by a majority vote of the Executive Board for the remainder of the unexpired term. Fulfilling the remainder of an unexpired term shall not be considered a “term” for purposes of determining an Executive Board member’s term limit.

Section 3.7– A member of the Executive Board may only be removed from their position by a two-thirds majority vote of the representatives of the Member Municipalities present at an advertised public meeting. A member of the Executive Board may only be removed for reasonable cause such as neglect of duties including, but not limited to, two consecutive unexcused absences from Commission meetings.

Section 3.8 – The Executive Board shall be responsible for the daily operational needs of the Commission, shall conduct the business of the Commission, perform the necessary functions and exercise the stated powers of the Commission to meet the objectives of the Commission, consistent with the governing laws, resolutions, and this Agreement. The Executive Board shall establish rules, regulations, policies, and procedures in the form of By-Laws and Standard Operating Guidelines to govern the Commission’s activities and the duties of the police officers of the Member Municipalities assigned to any operational duties of the Commission.

Section 3.9 – The By-Laws and Standard Operating Guidelines, and any Amendments thereto, shall be approved by a majority vote of the governing bodies of the Member Municipalities. Any information contained in the By-Laws and Standard Operating Procedures which deals with law enforcement sensitive information, such as tactical information or other

officer safety related information, shall be discussed and reviewed with the governing bodies of the Member Municipalities in Executive Session.

Section 3.10 – The Executive Board shall establish committees and operational sections as needed to conduct the Commission’s business and meet the operational needs of the Commission.

Section 3.11 – The Executive Board shall appoint an operational section commander for each of the Commission’s specialized law enforcement sections at the annual organizational meeting. Any appointed operational section commander must remain a full-time active police officer in good standing and the appointed representative of the Member Municipality.

Section 3.12 – Each operational section commander shall be responsible for the tactical activities and duties of their assigned operational section of the Commission. Each operational section commander shall appoint all operational team leaders and shall approve of all team members and team assignments, with the approval of a majority of the Executive Board.

Section 3.13 – Any employee of a Member Municipality, acting on behalf of the Commission, shall remain an employee of the Member Municipality for purposes of any salary, workers’ compensation benefits, heart and lung benefits, and/or other benefits or other financial compensation. Any injury to any employee of a Member Municipality that occurs while the employee is acting on behalf of the Commission, shall be considered to have occurred while the employee was working for their Member Municipality employer and shall be governed by the Member Municipality’s rules, regulations, and policies as the employer.

#### **ARTICLE 4 COMMISSION MEETINGS**

Section 4.1 –The Commission shall hold its organizational meeting on the third Tuesday of January of each year. If such day is a legal holiday under the laws of Pennsylvania, then the annual organization meeting of the Commission shall be held on the next succeeding day which is



not a legal holiday under the laws of Pennsylvania, or at such other time which may be determined by the Commission.

Section 4.2 – The Commission shall meet at least on a quarterly basis for the purpose of conducting the business of the Commission. The Commission shall determine the date, time and location of the quarterly meetings at the Annual Organizational Meeting. All meetings of the Commission shall be scheduled and conducted in compliance with the Pennsylvania Sunshine Act, 65 Pa.C.S.A. § 701 *et seq.*

Section 4.3 - One-third of the representatives of the Member Municipalities of the Commission shall be requisite and shall constitute a quorum for any general Commission meeting or special meeting. A quorum is required for the Commission to take any binding or official action at a public meeting.

Section 4.4 – The Commission shall maintain accurate minutes of meetings, regular or special. Such minutes shall be in conformance with the Pennsylvania Sunshine Act, 65 Pa.C.S § 701, *et seq.* Records of the Commission which are “public records” as defined by the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, may be accessible for inspection and duplication. The Executive Board shall designate an open records officer in accordance with the Right to Know Law.

Section 4.5 – The parliamentary procedure of the Commission shall be guided by the Roberts Rules of Order, Revised.

Section 4.6 – The President may call to order a special meeting of the Commission as necessary to conduct specific Commission business, subject to the requirements of the Pennsylvania Sunshine Act. The President shall call a special meeting of the Commission within ten (10) days of being presented with a written request for a special meeting from a majority of the

members of the Executive Board or five (5) members of the Commission. The written request for the special meeting shall contain the specific purpose or business to be conducted at the special meeting and shall list the names and signatures of the members of the Commission requesting the special meeting. No other Commission business shall be discussed at the special meeting other than the specific purpose of the meeting. At least seven (7) days' notice must be given for a special meeting. A notice of the time, date and specific purpose of the special meeting shall be given to all Commission members via electronic mail or overnight mail.

## **ARTICLE 5 FINANCE**

Section 5.1 – The Executive Board shall appoint a treasurer at the annual meeting for the next calendar year by majority vote of the Executive Board. The treasurer shall have a bachelor's or master's degree in finance, accounting, or relevant field, demonstrate experience as treasurer or in a relevant financial management position, and a detailed knowledge of accounting principles and practices.

Section 5.2 – The Commission shall prepare and submit an annual budget to each Member Municipality on or before September 30<sup>th</sup> of each year containing the proposed budget necessary for Commission business for the following year and any supplemental information necessary for the Member Municipalities to understand the purpose of the planned expenditures and shall set the annual membership fee for the following year. The annual budget and annual membership fee for the following year shall be approved by majority vote of the members of the Commission at the fourth-quarter Commission meeting.

Section 5.3 - Funds paid to the Commission shall be invested by the Treasurer upon consultation with the Commission pending disbursement for services. Funds shall be invested in

accordance with applicable requirements for the investment of funds which are imposed upon the Member Municipalities by Pennsylvania law. Funds shall be disbursed upon the warrant or other order of the Treasurer or such other person as the Commission may authorize to execute such warrants or orders.

Section 5.4 – The treasurer shall provide a bond to the Commission in the sum of the largest annual amount within the control of the Commission with the premium for such bond to be paid by the Commission.

Section 5.5 – The Commission shall file an annual written report with each Member Municipality by January 31<sup>st</sup> of each year detailing the significant Commission activities for the preceding year. The Commission shall have its books, accounts, and records audited annually by a certified public accountant or firm of certified public accounts registered in Pennsylvania, and the audit report shall be presented to each Member Municipality as part of the annual report.

Section 5.6 – The Executive Board shall adopt, and from time-to-time review, a fiscal policy setting out a formal procedure that shall govern internal controls, the signing of checks, the obligation of funds, approval of contracts, leases, deeds and mortgages, and other significant aspects of the organization's fiscal operation. The fiscal policy shall assure that the Commission shall have sound financial controls that are appropriate under generally accepted accounting principles to its size and purpose. All financial policies of the Commission or proposed amendments thereto shall be approved by majority vote of the members of the Commission at a stated public meeting.

Section 5.7 – The fiscal year of the Commission shall be January 1 through December 31.

Section 5.8 – Any proposed increase to the annual membership fee of more than ten percent (10%) from the previous year must be approved by a majority of all the governing bodies of the Member Municipalities.

## **ARTICLE 6 JURISDICTION AND POWER**

Section 6.1 – All Member Municipalities shall maintain their primary police powers as provided by the Pennsylvania Municipal Police Jurisdiction Act, 42 Pa.C.S.A. § 8951, *et seq.*, while engaging in activities and duties under the direction of the Commission.

Section 6.2 – The Commission, to the extent that funds are available in accordance with the provisions of this Agreement shall have the following expressed authority and power to:

- a. Lease, sell, and purchase real estate;
- b. Lease, sell and purchase personal property;
- c. Enter into contracts for the purchase of goods and services;
- d. Establish and maintain bank accounts and other financial accounts;
- e. Invest monies;
- f. Borrow monies;
- g. Apply for and receive grant funding from other public and private sources;
- h. Any other lawful activity under the laws of Pennsylvania.

Section 6.3 –All expenditures of the Commission must be authorized by means of the approved annual budget. The budget may be amended from time to time by majority vote of the members of the Commission present at a public meeting to account for new sources of revenue or new expenditures. The payment of all bills and invoices shall be approved at a public meeting of the Executive Board.

Section 6.4 – Any expenditure in an amount greater than five thousand dollars (\$5,000.00) which was not authorized in the annual budget must be approved by a majority vote of the members of the Commission at a stated public meeting.

Section 6.5 – All purchases shall comply with the requirements of § 2308 and §2311 of the Act.

## **ARTICLE 7 PROPERTY**

Section 7.1 – All existing equipment, materials, and supplies of the Chester County Regional Emergency Response Team shall be transferred into the ownership of the Commission. A list of the property to be transferred from each of the Member Municipalities will be compiled by the Commission and provided to each of the Member Municipalities upon the transfer of title of such equipment, materials, and supplies. The Commission shall maintain an accurate inventory of all property and equipment.

Section 7.2 – The Executive Board shall appoint a law enforcement officer employed by a Member Municipality to serve as the supervisory law enforcement officer and the designated and approved custodian for equipment utilized in emergency and hostage situations pursuant to the Pennsylvania Wiretapping and Electronic Surveillance Act, 18 Pa.C.S.A. §5701, *et seq.*

Section 7.3 – In the event of dissolution of the Commission, all equipment, materials, and supplies retained by the Commission shall distributed as set forth in Article 11.

## **ARTICLE 8 REPORTING AND RECORD SYSTEM**

Section 8.1 – The Commission shall establish and maintain primary control of a police incident reporting system for all activities of the Commission. The Commission shall be responsible to respond to all requests for reports or other information, such as subpoenas, Right to

Know Law Requests, Court Orders, or any other request, and shall be responsible for any costs related to such responses.

Section 8.2 – The Commission shall obtain approval of the governing body of the Member Municipality if the Commission’s police reporting system is to physically be housed or maintained by a Commission Member police department.

Section 8.3 - The release of all incident reports and other activity reports of the Commission’s activities shall be governed by Pennsylvania law including, but not limited to, the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, and the Criminal History Records and Information Act, 18 PA. C.S.A. § 9101, *et seq.*

## **ARTICLE 9 INSURANCE**

Section 9.1 – The Commission shall secure and maintain General Liability, Hired and Non-Owned Auto Liability, Public Officials Liability, and Police Professional Liability coverages. All participating Member Municipalities and their employees, when acting on behalf of the Commission, shall be named as Additional Insureds or Additional Covered Parties under the Commission’s liability coverages. All these liability coverages shall be written so that they are primary to and non-contributory with each Member Municipality’s liability coverages. The minimum limits of liability coverage shall be Ten Million Dollars (\$10,000,000.00) each occurrence for each coverage type. Coverage limits may be written for any combination of primary and excess liability totaling \$10,000,000 or higher.

Section 9.2 – If any autos are titled in the Commission’s name, the Commission shall secure and maintain Auto Liability (with a minimum limit each accident of \$10,000,000) and Auto Physical Damage coverage for these autos.

Section 9.3 – The Commission shall secure and maintain property coverage for all equipment, materials, and supplies transferred to the Commission or purchased or acquired after the inception of this Agreement. Such property coverage shall include inland marine coverage for property that “floats” from location to location and shall be written on an “all risks” coverage basis with loss valuation to be made on a replacement cost basis. Limits shall be written equal to or in excess of the 100% replacement cost values of the equipment, materials and supplies.

Section 9.4 - The Commission shall secure and maintain Employee Dishonesty coverage with minimum limits of Fifty Thousand Dollars (\$500,000.00) each loss.

Section 9.5 - Evidence of the above coverages shall be furnished to a Member Municipality upon request.

## **ARTICLE 10 JOINDER OF ADDITIONAL MUNICIPALITIES**

Section 10.1 – Additional municipalities may become a party to this Agreement as member Municipalities upon application to the Commission, upon approval by a majority of the governing bodies of the Member Municipalities and upon proper acceptance of the provisions of this Agreement, including the financial requirements as set forth in the Agreement, by the joining municipality. Once a municipality is approved to become a party to this Agreement, such municipality shall be considered a “Member Municipality” and shall be subject to all the requirements this Agreement imposes upon membership.

Section 10.2 – The annual membership fee paid by any political subdivision which becomes a party to this Agreement in the last quarter of the calendar year, shall be credited toward the next years’ annual membership fee. The municipality shall be responsible for the full annual membership fee in the following year.

Section 10.3 – All financial obligations shall be paid prior to the date the municipality formally joins the Commission.

## **ARTICLE 11 DISSOLUTION & WITHDRAWAL**

Section 11.1 – A Member Municipality shall not be permitted to withdraw from the Commission during the Initial Term of this Agreement pursuant to Section 2.4. Thereafter, the Member Municipality’s term shall automatically renew for a new one-year term on the first day of each subsequent year unless the Commission is dissolved following the procedure set forth herein or only one Member Municipality remains.

Section 11.2 –After the completion of the Initial Term of the Agreement, any Member Municipality may withdraw from the Commission upon ninety (90) days written notice to the Commission. A Member Municipality desiring to withdraw shall provide written notice to the President of the Executive Board of its intent to withdraw from the Commission. Such notice of withdrawal shall be served no later than ninety (90) days prior to the effective date of the withdrawal.

Section 11.3 – A Member Municipality that withdraws from the Commission shall not be entitled to a refund of any portion of the annual membership fee or return of property transferred, donated, or conveyed in any way to the Commission.

Section 11.4 – Withdrawal from the Commission by any single Member Municipality shall not constitute a dissolution of the Commission unless only one Member Municipality remains because of the withdrawal.

Section 11.5 – The Commission may be dissolved by a vote of at least two-thirds of the governing bodies of the Member Municipalities. In the event of a vote in favor of dissolution, the



Executive Board will commence with the dissolution process in accordance with the laws of Pennsylvania.

Section 11.6 – The Executive Board shall direct the Commission’s appointed certified public accountant to commence an audit of all books, accounts and records of the Commission within thirty (30) days of the date of the dissolution vote.

Section 11.7 – A majority vote of the Executive Board shall appoint an appraiser or appraisers to value all equipment, materials, and supplies owned by the Commission for the purpose of determining the fair market value of such equipment, materials, and supplies. The equipment, materials, and supplies shall then be sold as described herein and the proceeds distributed as set forth in Section 11.9.

Section 11.8 – Member Municipalities shall have the privilege of bidding upon such property at a private sale by sealed bid open to only members of the Commission with the highest bidder being entitled to purchase the property. Minimum bids shall be set at fair market value at auction for such property as determined by the appointed appraisers. If no bids are received from Member Municipalities, or the minimum bid value is not reached within twenty (20) days of the notice of sale by the Commission, then the property shall be sold at public sale, including electronic auction, and the proceeds distributed as set forth in Section 11.9 herein.

Section 11.9 – The proceeds from the sale of any equipment, materials, and supplies shall be used to satisfy any outstanding liabilities of the Commission. Any remaining proceeds shall be distributed in equal amounts to Member Municipalities after the satisfaction of the Commission’s outstanding liabilities.

Section 11.10 – Any equipment, materials, and supplies obtained through public or private grants or other similar programs shall be disposed of in accordance with the terms and conditions

of the grant award applicable to the purchase or procurement of each item or otherwise in accordance with applicable law.

Section 11.11 – Any municipality or other political subdivision who wishes to annex or assume all the equipment, materials, and supplies for a similar purpose shall be required to assume all outstanding liabilities and obligations related to such equipment.

**ARTICLE 12  
ABOLITION OF EXISTING MEMORANDUM OF UNDERSTANDING**

Section 12.1 – Ninety (90) days from the initial organizational meeting of the Commission, the existing Chester County Regional Emergency Response Team Memorandum of Understanding (“Memorandum of Understanding”) shall be deemed void. This Agreement shall supersede the Memorandum of Understanding for any Municipality that is a party to the Memorandum of Understanding and becomes a Member Municipality of the Commission and a party to this Agreement.

Section 12.2 – Any Municipality that was a party to the Memorandum of Understanding as of the date of the execution of this Agreement and does not become a Member Municipality of the Commission and a party to this Agreement shall be entitled to the services of the Commission through December 31, 2022, so long as the Municipality has met the financial requirements of the Memorandum of Understanding.

**ARTICLE 13  
INTERPRETATION OF AGREEMENT**

Section 13.1 – All differences arising out of interpretation of this Agreement shall be resolved by a simple majority vote of all representatives of the Member Municipalities at a stated meeting.

**ARTICLE 14  
IMMUNITY**

Section 14.1 – The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Commission members, their police officers, elected officials, employees, and contractors, within their respective political subdivision boundaries shall extend to their participation in Commission activities and services outside their respective boundaries and within the geographical area served by the Commission.

**ARTICLE 15  
AMENDMENTS**

Section 15.1 – This Agreement may be amended only by a majority vote of the representatives of the Member Municipalities after notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to be affected thereby to all Member Municipalities.

Section 15.2 – All amendments to this Agreement must be made in writing and provided to all participating Member Municipalities.

**ARTICLE 16  
MISCELLANEOUS PROVISIONS**

Section 16.1 – This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

Section 16.2 – All actions on behalf of the Commission by an authorized representative of a Member Municipality of the Commission shall be deemed to have been done in reliance upon the insurance provision of Article 9 as provided by this Agreement.

Section 16.3 – This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Section 16.4 – The provisions of this Agreement are severable, and if any section, sentence, clause, part, or provision hereof shall be held illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, sentences, clauses, parts, or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of the Member Municipalities 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 16.5 – The Member Municipalities have each enacted a resolution pursuant to and in accordance with the law for the purpose of authorizing, adopting, and effectuating this Agreement.

Section 16.6 – This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement.

Section 16.7 – The words of any gender used in this Agreement shall be held to include any other gender and the words in the singular number shall be held to include the plural, and vice versa.

\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*

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

BOARD OF SUPERVISORS  
TREDYFFRIN TOWNSHIP

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

BOARD OF SUPERVISORS  
EAST VINCENT TOWNSHIP

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

BOROUGH OF DOWNINGTOWN

Dated: \_\_\_\_\_

\_\_\_\_\_  
Council President

BOARD OF SUPERVISORS  
KENNETT TOWNSHIP

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

BOARD OF SUPERVISORS  
SCHUYLKILL TOWNSHIP

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

Pursuant to the provisions of Article 10, the following Municipalities have been approved as parties hereto and have approved these Articles of Agreement as of the day and year indicated below:

Name of Governing Body  
Name of Municipality

Dated: \_\_\_\_\_

\_\_\_\_\_  
Representative