

**TOWNSHIP OF HAMPTON
ALLEGHENY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2018- 806

AN ORDINANCE OF THE TOWNSHIP OF HAMPTON, ALLEGHENY COUNTY, PENNSYLVANIA, PURSUANT TO THE INTERGOVERNMENTAL COOPERATION ACT, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH SHALER TOWNSHIP IN REGARD TO THE POOLING OF RESOURCES AND FUNDS FOR THE PURPOSE OF OPERATING AN EMERGENCY MEDICAL SERVICE

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301 *et seq.*, authorizes two or more local governments to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities and to enter into any joint agreements as may be deemed appropriate for those purposes, further providing that local governmental may enter into any governmental cooperation with or delegate any functions, powers or responsibilities to another governmental unit or local government upon the passage of an Ordinance by its governing body (*See* 53 Pa. C.S. §2301-2305);

WHEREAS, the Township of Hampton and its neighboring municipality, Shaler Township, have decided to enter into an agreement so that together their municipalities will operate a joint ambulance system to provide emergency medical services to both municipalities;

WHEREAS, the agreement between the Township of Hampton and the Township of Shaler has been memorialized in an Intermunicipal Cooperation Agreement mutually agreed by both the Township of Hampton and the Township of Shaler;

WHEREAS, the Township of Hampton and the Township of Shaler, would mutually benefit from engaging in said cooperative agreement;

WHEREAS, the Township of Hampton and the Township of Shaler have determined that they would mutually benefit from authorizing the formation of a joint ambulance system for the terms set forth in the Intermunicipal Cooperation Agreement.

WHEREAS, by this Ordinance, the Township of Hampton Council wishes to authorize its President to enter into an Intergovernmental Cooperation Agreement in a form as provided in Exhibit "A" hereof, with the Township of Shaler, Allegheny County.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Council of the Township of Hampton, Allegheny County, Pennsylvania, as follows:

SECTION 1: That, upon enactment of this Ordinance, the Township, through its President, is hereby authorized to execute and enter into an Intergovernmental Agreement in form and substance substantially as set forth in Exhibit "A" hereto, with the Township of Shaler, Allegheny County, Pennsylvania.

SECTION 2. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared that this Ordinance would have been adopted to have such constitutional, illegal or invalid sentence, clause section or part thereof not been included therein.

SECTION 3. Effective Date. This Ordinance shall take effect immediately upon adoption as provided under law.

ORDAINED AND ENACTED into law this 24th day of January, 2018.

ATTEST:



Township Manager

TOWNSHIP OF HAMPTON

By: 

President of Council

APPROVED TO AS TO FORM

Vincent A. Tucceri, Esquire
Township Solicitor

EXHIBIT "A"

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
EMERGENCY MEDICAL SERVICE**

THIS AGREEMENT, by and between the Township of Hampton and the Township of Shaler, 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, specifically for provision of Emergency Medical Service.

The municipalities that are parties to this Inter-Municipal Cooperation Agreement (“Agreement”) are the **Township of Hampton** and the **Township of Shaler**, both located in Allegheny County, Pennsylvania, and herein referred to collectively as the “Municipalities.”

WHEREAS, the Municipalities desire to enter into this Agreement to provide for the pooling of resources and funds for the purpose of establishing and operating a regional emergency services response district, herein referred to as the “Emergency Medical Service,” cooperating with each other in the use of volunteers, the bidding, purchasing and use of emergency response equipment and supplies, and the hiring and employment of employees; and

WHEREAS, the governing bodies of the Municipalities believe the interest of the taxpayers in their respective municipality is best served by the pooling of resources and funds for the purpose of establishing and operating the Emergency Medical Service, cooperating with each other in the use of volunteers, the bidding, purchasing and use of emergency response equipment and supplies, and the hiring and employment of employees rather than operating as individual and independent municipalities in this capacity; and

WHEREAS, the Municipalities are in agreement that they will use their best efforts to secure the consent and agreement of the Shaler Area Emergency Medical Services, Inc., to amend its Articles of Incorporation (“Articles”) and By-laws in order to effectuate the terms and conditions of this Agreement, and

- A. Change its name to Shaler Hampton Emergency Medical Services, Inc.; and
- B. Modify its Articles and By-Laws to increase the number of Directors from 7 to 9; and

- C. Modify its Articles and By-Laws to provide for appointment of the Board of Directors as follows:
- i. Three (3) Members appointed by Shaler Township;
 - ii. Three (3) Members appointed by Hampton Township;
 - iii. One (1) Member appointed by Etna;
 - iv. One (1) Member selected on a 3 year rotation, alternating between Shaler Township initially for 3 years, then Hampton Township for 3 years, and so on every 3 years; and
 - v. One (1) Medical Director appointed by the Board of Directors; and
- D. Change the Articles and By-Laws to expand the service area to include Hampton Township and Etna and provide medical transportation services to include residents of Hampton and Etna; and
- E. Change the By-Laws to add the Chief of Police of Hampton Township as an ex-officio non-voting member of the Board of Directors who may not be counted for purposes of establishing a quorum of the Board; and
- F. Change the By-Laws to provide that the terms of the Board of Directors will be three years except for the terms of the initial appointments which will be as follows:
- i. One (1) from Shaler and Hampton to serve 1 year (Edward Olszewski , Carolynn Johnson, Ph.D.);
 - ii. One (1) from Shaler and Hampton to serve 2 years (David Shutter, Bethany Blackburn);
 - iii. One (1) from Shaler and Hampton and Etna to serve 3 years (William Cross, W. Christopher Lochner);
 - iv. One (1) rotating Member appointed alternately by Shaler and Hampton to 3 year term (Mary Ellen Benty); and

The initial appointment from Etna shall be:

Greg Porter- 2 years

WHEREAS, the Municipalities jointly assume responsibility for using their best efforts in implementing this Agreement in each municipality, as outlined below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings herein contained, and intending to be legally bound hereby, the Municipalities agree as follows:

1. Each Municipality has passed an Ordinance in accordance with the requirements of the Intergovernmental Cooperation Act, Act of December 19, 1996, 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.
2. The Municipalities will amend, with the consent and agreement of the Shaler Area Emergency Medical Services, Inc., the Articles of Incorporation and By-Laws of same to create a successor known as "Shaler Hampton Emergency Medical Services, Inc.," (hereinafter "Shaler Hampton EMS"). Shaler Hampton EMS will be responsible for the provision of Emergency Medical Services consistent with all federal, state and local requirements, to all participating municipalities.
3. The Shaler Hampton EMS will be organized as a 501(c) (3) non-profit entity.
4. The Shaler Hampton EMS will be operated by a Board of Directors referenced above.
5. All action of the Board shall be by the vote of a simple majority of the quorum. A majority of the members of the Board shall constitute a quorum for the purpose of transacting business. Each Board Member shall have one vote and will serve as a representative of the Municipality appointing that Member and report on the actions of the Board to the governing body of that Municipality.
6. The Board will appoint a "Medical Director," whose qualifications will be set forth in the Shaler Hampton EMS By-Laws. The Medical Director will serve as an official Member of the Board with voting rights.

7. The Municipalities will share equally in the funding of capital improvements in the event that the Shaler Hampton EMS does not have sufficient funds generated from its operations.
 - a. Initially, Hampton will provide a temporary facility, including a vehicle garage to house an ambulance and employees. At some future date, Hampton will construct a new Safety Building to provide permanent quarters. The new Safety Building will be constructed in accordance with plans designed by and to the satisfaction of the Board of the Shaler Hampton EMS;
 - b. Hampton will contribute the sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars for the purchase of a fully equipped ambulance; and
 - c. Hampton will also pay the sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars to the Shaler Area Emergency Medical Services, Inc., to purchase a one-half (1/2) interest of all "rolling stock" (vehicles) owned by them and used in performance of Emergency Medical Services as specifically detailed in Exhibit "A" hereof.

8. Hampton and Shaler will be provided the following services by the Emergency Medical Service:
 - a. Scope of Services:
 - i. The Emergency Medical Service will be responsible for providing any required ambulance services seven (7) days per week, fifty-two (52) weeks per year at twenty-four (24) hours per day. Specifically, it shall provide ambulance services for the purposes of treating and transporting sick or injured persons, found within the boundaries of the coverage area to a local area hospital specified by the person, if appropriate;
 - ii. The Emergency Medical Service shall provide and maintain, at its own cost and expense, State certified ambulances and other equipment necessary to provide Advanced Life Support (ALS) ambulance services. Emergency Medical Service will provide sufficiently trained, experienced, certified and/or licensed personnel to maintain, operate and administer the ambulance service in accord with licensing requirements;

iii. A fully equipped ambulance will be based in Shaler Township and Hampton Township;

iv. A Fund or membership drive will be supported and permitted by the Municipalities.

b. Stand-By Coverage:

The Emergency Medical Service will provide stand-by coverage to all municipal functions upon reasonable notification, including fire calls, at no cost except for sporting events, for which a reasonable fee will be charged.

9. Unless otherwise provided, Etna will be provided services in accordance with the terms and conditions of that certain service agreement attached hereto and marked Exhibit "B."

10. As soon as practical, the Board will prepare and submit to the Municipalities, the following:

- a. Amended By-Laws for the operation of the Emergency Medical Service and the Board, including but not limited to, the governance structure of the Board, as well as the duties and responsibilities of the Emergency Medical Service to insure that Emergency Medical Service are provided within each municipality.
- b. A budget for each calendar fiscal year of operations for the Emergency Medical Service.
- c. Arrangements for Workers' Compensation coverage for emergency medical responders.
- d. Local and regional mutual aid agreements with other ambulance companies and departments and municipalities as appropriate.
- e. Monthly meeting minutes.
- f. Evidence of liability coverages in a minimum amount of One (1) Million Dollars per occurrence and Three (3) Million in total, naming the Municipalities as an additional insured.
- g. The Emergency Medical Service entity agrees to indemnify and hold harmless the Municipalities, their agents, servants, workmen, employees, officers, representatives and elected officials from any claim, cause of action, liability

arising out of the operation of this service, and shall defend them from any such claim.

11. The Municipalities agree to participate as members of the Emergency Medical Service for a minimum term of five (5) years from the effective date of this Agreement. At the end of this time period, any Municipality may withdraw from the Emergency Medical Service after providing a minimum of one (1) year's notice before the upcoming calendar fiscal year to the other Municipalities. Absent notice to withdraw as provided in this paragraph participation in the Emergency Medical Service shall renew for an additional five (5) year term thereafter.
12. In the event of the dissolution of this Agreement or the cessation of operation of the Shaler Hampton EMS, Hampton Township will be entitled to one-half of the "rolling stock" (vehicles) owned by the Shaler Hampton EMS provided, however, that the Emergency Medical Service has the option to retain all of the rolling stock and pay the withdrawing Municipality its proportionate share in cash. All other property, equipment and assets of any kind belonging to the Emergency Medical Service, will belong to Shaler Township. All realty involved in the operation of the Shaler Hampton EMS is recognized as the property of the respective Municipality and shall remain the same.
13. This Agreement shall become effective the date first 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.

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.

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

Township of Hampton

By: Michael Peters Date: January 24, 2018
Name: MICHAEL L. PETERS
Title: COUNCIL PRESIDENT

ATTEST:
By: W. Christopher Lochner
Name: W. CHRISTOPHER LOCHNER
Title: MUNICIPAL MANAGER

Township of Shaler

By: _____ Date: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

CONSENTED TO:
Shaler Area Emergency Services, Inc.

By: _____ Date: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

EXHIBIT "A"

EMERGENCY MEDICAL SERVICE ASSETS

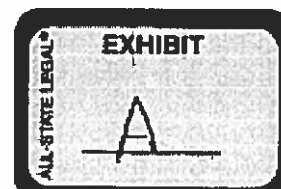
6610728.1

AUTO

<u>Coverage</u>	<u>Symbol</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection	5	Included
Medical Payments		Not Included
Uninsured Motorists	2	\$1,000,000
Underinsured Motorists Insurance	2	\$1,000,000
Hired & Borrowed Vehicles		Included
Commandeered Vehicles		Included
Volunteers/Employees as Insureds Under Non-Owned Autos		Included (Primary)
Temporary Substitute Vehicles		Included
Fellow Member Liability		Included
Incidental Garage Liability		Included
Physical Damage Comprehensive	7,8	see schedule below
Physical Damage Collision	7,8	see schedule below

Schedule of Covered Vehicles

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
0001	2012	CHEVROLET	AMB ALS		\$150,000	\$250	\$500
0002	2012	CHEVROLET	AMB ALS		\$150,000	\$250	\$500
0003	2009	FORD	AMB ALS		\$100,000	\$250	\$500
0004	2017	FORD	FIRST RESPONDER		\$45,000	\$250	\$500
0005	2017	CHEVROLET	AMB ALS		\$225,000	\$250	\$500



21. Nonemergency and Interfacility Transports

Shaler EMS is primarily an emergency service. We do perform non emergency and Interfacility transports on occasion. Non emergency work constitutes approximately 7% of our responses.

22. Ground Vehicles

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>License Plate</u>	<u>VIN</u>	<u>Decal</u>	<u>Station Location</u>	<u>Vehicle Type</u>
2012	Chevrolet	C 3500	EV-31210	1GB3C0CL5CF121641		339 Wetzel Road	ALS Mobile Care
2012	Chevrolet	C 3500	EV-31208	1GB3C0CL3CF120956		339 Wetzel Road	ALS Mobile Care
2009	Ford	E-350	EV-35407	1FDWE35P19DA83569		339 Wetzel Road	ALS Mobile Care
2017	Chevrolet	C 3500	EV-36359	1GB3CZCY2HF213605		3101 McCully Road	ALS Mobile Care

23. Aircraft

<u>Make</u>	<u>Model</u>	<u>Patient Capacity</u>	<u>Serial Number</u>	<u>Tail Number</u>	<u>Decal</u>	<u>Station Location</u>
-------------	--------------	-------------------------	----------------------	--------------------	--------------	-------------------------

24. Medical Direction

First Name **Jeremiah**

MI

Last Name **Escajeda**

Medical License Number **MD449730**

Drug Enforcement Agency Number **xxxxxx**

Check If You are an Approved Medical Command Physician **Yes**

Certifications

Advanced Cardiac Life Support **X**

Advanced Trauma Life Support **X**

Advanced Pediatric Life Support **X**

Pediatric Advanced Life Support

**SHALER EMS AND BOROUGH OF ETNA
AGREEMENT**

THIS AGREEMENT by and between Shaler Area Emergency Medical Service, hereinafter SAEMS, a 501(c)(3) not-for-profit Pennsylvania Corporation incorporated in March of 1992 with its principal location at 339 Little Pine Creek Road, Glenshaw, PA 15116

AND

The BOROUGH OF ETNA, hereinafter Etna, a body politic incorporated under the laws of the Commonwealth of Pennsylvania with its principal place of business at 437 Butler Street, Pittsburgh, PA 15223 .

AND

The Township of Shaler, a municipal corporation, organized and existing under the First Class Township Code, with its principal place of business located at 300 Wetzel Road, Glenshaw, PA.

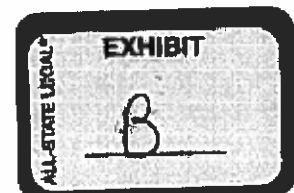
WHEREAS, the Borough of Etna is desirous of appointing SAEMS as its primary emergency medical services ambulance provider, and

WHEREAS, SAEMS has the capability and is desirous of delivering primary emergency medical services within the Borough of Etna, providing equipment and administrative review as set forth herein , and

WHEREAS, the Borough Council of Etna is willing to appoint SAEMS as its primary emergency medical service provider pursuant to an Ordinance passed and subject to the terms and conditions of this Agreement.

Now intending to be legally bound the parties agree as follows:

1. SAEMS will be appointed to be the primary and sole contracted emergency medical service provider for the Borough of Etna.



2. SAEMS will provide Etna with emergency medical services 24 hours a day, 365 days a year, including the vehicles, manpower, training, equipment, administration and supplies necessary to perform all services in a manner consistent with the same level of service as SAEMS currently provides to the Township of Shaler.

3. Etna will have the right to appoint one (1) voting member to the SAEMS Board and one (1) advisory non-voting member from Etna's public safety team, (Chief of Police or Mayor).

4. Etna agrees to mail all verified Borough of Etna residents a notice that SAEMS is the designated 911 provider to the Borough effective February 1, 2017, and that SAEMS will be providing free Subscriptions to all verified Borough residents until March 31, 2017 at which time Borough residents may subscribe to SAEMS.

5. Etna agrees to provide to SAEMS a comprehensive residential and business listing for Etna Borough.

6. Etna Agrees to provide SAEMS with monthly updates to the residential and business lists.

7. Etna agrees to support the SAEMS subscription program with advertising, website, newsletter, etc.

8. Etna agrees to annually approve a Resolution for the SAEMS subscription drive.

9. Etna is solely responsible for terminating its relationship with its current medical ambulance service provider and will release, indemnify and save harmless SAEMS and the Township of Shaler from any claims, actions, financial obligations or liabilities of any kind whatsoever, contractual or otherwise, caused by or related to, its relationship with Seneca Area EMS.

10. SAEMS services will commence at 12:01 AM February 1, 2017 and continue, without interruption, until such time as either party provides the other with a 180-day written notice of intent to terminate services.

11. SAEMS will provide all day-to-day management and standard operating procedures involved in the provision of emergency and non-emergency medical services to residents of Etna.

12. SAEMS will have the exclusive right to manage day-to-day operations including all personnel and equipment.

13. In the event this Agreement is terminated for any reason, Etna will cooperate with SAEMS in the collection of any and all monies due and owing SAEMS. This includes all third party billing and subscription revenue.

14. Etna, Shaler, and SAEMS will indemnify and hold each other harmless from any loss damage or injury caused to a person or property found and proven to be caused by the negligence of the other.

15. The Township of Shaler, as signatory to this Agreement, will continue to provide SAEMS with the in-kind services that it has provided SAEMS since its incorporation, including vehicle maintenance, lawn maintenance, building maintenance, financial services, payroll and gap financing. Shaler Township will continue to own and insure the property and structures at SAEMS's principal location at 339 Little Pine Creek Road, Glenshaw, PA.

16. This Agreement is subject to the approval of the respective Boards of the parties.

17. This Agreement supersedes any and all prior agreements, whether oral, or in writing, between the parties.

18. This Agreement will be interpreted under the laws of the Commonwealth of Pennsylvania.

19. This Agreement represents the entire agreement between the parties. Any modification or other change to this Agreement must be in writing and executed by all parties.

20. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties will be construed and

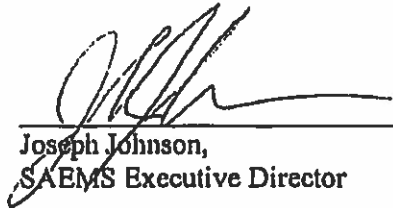
enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

Executed this 17 day of January, 2017 and effective February 1, 2017.

SHALER EMS



Edmund Olszewski
SAEMS Board Chairman



Joseph Johnson,
SAEMS Executive Director

BOROUGH OF ETNA



Peter Ramage
Borough Council President



Mary Ellen Ramage
Manager

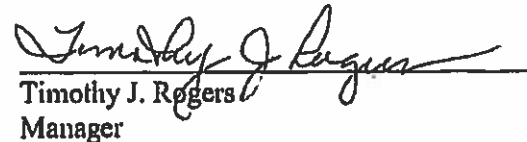


Thomas Rengers
Mayor

TOWNSHIP OF SHALER



David W. Shutter
Board of Commissioners President



Timothy J. Rogers
Manager