

BEAR CREEK TOWNSHIP BOARD OF SUPERVISORS

RESOLUTION

RESOLUTION NO. ____ of 2015

DATE: _____, 2015

A RESOLUTION ESTABLISHING THE ROLES FOR EMERGENCY PROVIDERS IN BEAR CREEK TOWNSHIP

BE IT RESOLVED, by the Board of Supervisors of Bear Creek Township, Pennsylvania:

WHEREAS, the Bear Creek Township Board of Supervisors has met with and reviewed the procedures regarding its emergency providers and the resources available for the Township residents;

WHEREAS, Board of Supervisors believes it is necessary to establish and codify the roles, regulations, structure and support for the Township's emergency response teams as they relate to the Township and the funding and amenities available for each entity;

WHEREAS, this Resolution is intended to serve as a clear and concise guideline for the Board of Supervisors to name and appoint the emergency service providers and to award funding as may become available.

NOW THEREFORE **BE IT RESOLVED** BY THE BEAR CREEK TOWNSHIP BOARD OF SUPERVISORS THAT the Board of Supervisors hereby establishes the following regarding the Emergency Services Entities in Bear Creek Township:

SECTION 1. EMERGENCY SERVICES APPOINTMENT. Each year at the annual Reorganization Meeting, as established by the Second Class Township Code, the Board of Supervisors shall name and appoint the entity or entities to perform fire, rescue and ambulance services, respectively. The entity and/or entities named shall serve in that capacity for the entire year, until the next Reorganization meeting, or unless removed by the Board of Supervisors as a result of the violation of any condition or term set forth in this Resolution.

SECTION 2. TOWNSHIP CONTRIBUTIONS. Bear Creek Township shall contribute _____ mills annually to the company designated to perform fire services. The Board of Supervisors shall have the right to increase the millage as it deems necessary and/or appropriate, but shall contribute at least ___ mills each year. The appointed ambulance company shall be permitted to use the Township garage without charge, including the provision of heat and electricity by the Township. The right to occupy the Township facilities shall only be permitted on a year to year basis provided there is an appointment, and no termination as may be permitted hereunder, of the said appointment during any year. In the event there is a termination earlier than the next

Reorganization meeting, the Township shall give the appointed Ambulance company thirty (30) days to vacate the Township facility.

SECTION 3. CODE OF CONDUCT. Each entity appointed, whether it be for fire, rescue, or ambulance, shall maintain and operate under an appropriate code of conduct while operating for or on behalf of Bear Creek Township. This shall include, but shall not be limited to, maintaining appropriate personnel, maintaining an active list of any volunteers or members of any such association or entity, cooperating with other emergency service providers both in and outside of Bear Creek Township, including at any accident, fire or other scene where multiple entities may appear; maintaining proper financial standards and properly accounting for funds received and expended, whether or not the funds are provided from Bear Creek Township; keeping and maintaining proper equipment for the services assigned by Bear Creek Township; communicating with Bear Creek Township and any other entity necessary for any issue which may be relevant to the proper operation, fiscal standards and/or the safety of the residents of Bear Creek Township; properly supervising any and all members, volunteers, employees and/or agents of each entity to insure compliance with the standards; submission of the proper documentation on a timely basis to Bear Creek Township as more fully set forth and demanded herein as part of the conditions for appointment and maintenance thereof; compliance with requests for documentation or information as maybe requested from time to time from Bear Creek Township regardless of the nature of the same, provided it is relevant for the operation of the entity appointed as it relates to the appointment by the Bear Creek Township Supervisors; and properly performing the duties assigned by Bear Creek Township under this Resolution. This Code of Conduct sets forth the minimum standards required for appointment and maintenance of said appointment by the Bear Creek Township Supervisors. Nothing contained herein shall limit the Board of Supervisors of Bear Creek Township from adding additional appropriate conditions to maintain the integrity of the services provided on behalf of Bear Creek Township and/or the safety of the residents and its visitors. Failure to comply with the Code of Conduct at any time shall allow and permit the Board of Supervisors of Bear Creek Township to immediately terminate the services and appointment at any time and require that the appointed entity cease all services on behalf of Bear Creek Township. Furthermore, in the instance that there is a termination pursuant to this Resolution or a violation hereunder, Bear Creek Township shall be permitted to exercise any and all rights outlined in Section ____ of this Agreement/Resolution. By accepting the appointment on an annual basis, the appointed entity hereby accepts the terms and conditions outlined in this Resolution and shall be contractually bound by the same.

SECTION 4. INSURANCE. Each appointed entity shall maintain a minimum insurance One Million Dollars (\$1,000,000.00) per person/per occurrence and higher amounts if required under any applicable law. Each entity shall name Bear Creek Township as an additional insured and proof of insurance shall be provided to Bear Creek Township upon any renewal and at the commencement of any appointment. Each entity shall, as part of the appointment, hold Bear Creek Township harmless from any and all liability as it relates to any operation of any services or matter addressed by the appointed entity, regardless of the nature. Further, in the event of any litigation, the appointed entity shall indemnify Bear Creek Township, its officers, elected officials, agents and employees from any liability and any litigation which may arise as a result of any set appointment, including the prompt payment of any and all attorney's fees associated with the handling of any matter. Failure to maintain the appropriate amount of insurance and to comply with the terms and conditions of this section shall be grounds for immediate termination

of any said appointment and, also grounds for Bear Creek Township to not renew any appointment in any succeeding year.

SECTION 5. FINANCIAL SAFEGUARDS. In order to maintain the integrity of Bear Creek Township and its agents, including but not limited to, its appointed entities for fire, rescue and ambulance services, as part of the condition for appointment each year, and the maintenance of the same, each appointed entity shall be required to make a presentation to the Bear Creek Township Board of Supervisors at the October Supervisor's public meeting which shall include the following:

- a. A presentation of all financial transactions made, including but not limited to, income and expenditures, for the entire current fiscal year through the October meeting;
- b. An updated list of all active members, officers, employees and agents of the appointed entity through the October meeting;
- c. A proposed budget for the next calendar year, including but not limited to, income and expenditures expected;
- d. Any requests for additional funding, renewed appointment for any other issue which is necessary for consideration by the Bear Creek Township Board of Supervisors for appointment and/or reappointment at the next reorganization meeting the following January.

Any entity which would like Bear Creek Township to consider appointment for the following January is welcome to attend the October meeting of the Bear Creek Township Board of Supervisors and to make a presentation and/or request for appointment the following year. At all times, Bear Creek Township reserves the right to appoint and/or terminate any appointed entity without regard to any requests made at the October Board of Supervisors Meeting. However, failure to provide the proper information from any appointed entity at the October meeting shall be grounds for immediate termination and/or nonrenewal at the follow Reorganization Meeting. In the instance that any information provided is not complete in the opinion of the Bear Creek Township Board of Supervisors, the appointed entity shall be required to provide additional information at the following meeting which will be considered by the Board of Supervisors prior to the reappointment and/or appointment of the appointed entity thereafter at the next Reorganization Meeting.

No later than the September meeting of the Bear Creek Township Board of Supervisors each year, the appointed entity shall be required to provide audited financials for the entire preceding calendar year for which the entity provided services on behalf of Bear Creek Township. These audited yearend financial statements shall be provided to the Bear Creek Township Board of Supervisors at or before the September Board of Supervisors Meeting and shall be discussed not later than the October Board of Supervisors Meeting when the other information required under this paragraph is submitted and considered. Again, failure to provide the audited year-end financial statements for the prior fiscal year shall entitle the Board of Supervisors to consider termination and/or nonrenewal and shall be immediate grounds for the same. The Bear Creek Township Board of Supervisors reserves the right to have, at Bear Creek's expense, these financials provided, both actual and proposed, reviewed by an accountant or financial

professional of their choice to verify that all income and expenditures made are appropriate and within the proper financial guidelines. The appointed entity shall be required to immediately address any discrepancies and/or issues which may arise or which may be discovered in the course of any such investigation. Failure to timely comply shall be grounds for termination and/or nonrenewal.

SECTION 6. REPORTS. Bear Creek Township's Board of Supervisors shall be entitled to a monthly report from all entities providing fire, rescue or ambulance services which shall detail the number of calls received and an outline of issues addressed during the preceding month. The information shall be provided to the Township in advance of the monthly Bear Creek Township Board of Supervisors meeting and shall be made part of the minutes of the said meeting. Failure to provide this information shall be grounds for termination and/or nonrenewal.

SECTION 7 TERMINATION. Each entity which shall be considered and/or appointed for fire, rescue and ambulance services shall be provided a copy of this Resolution and any amendments thereto and the appointed entity shall be required to comply with the terms and conditions outlined herein in order to maintain or continue with said appointment. In the instance any entity is unable to comply with the terms and conditions, the entity shall notify the Bear Creek Township Board of Supervisors in writing, and through a delivery method which may be certified and/or confirmed by a third party (ie. certified mail, constable, process server, Federal Express, etc.) Failure to receive any such written confirmation of inability for the entity to perform any condition herein shall mean that the entity hereby adopts and agrees to any and all conditions outlined in this Resolution and any amendments thereto, after proper notice of any said amendments, and the entity shall be liable for any failure to abide by the said terms and conditions. The appointed entity addressing each issue hereunder, including but not limited to fire, rescue and ambulance services, understands that these terms and conditions are being demanded from the Bear Creek Township Board of Supervisors in order to insure fiscal compliance and, most importantly, the proper safety of the residents and its visitors of Bear Creek Township. Bear Creek Township will not tolerate any matter which compromises the safety and well-being of any resident or visitor to Bear Creek Township regardless of the nature. Further, nothing contained herein shall restrict Bear Creek Township from referring any questionable, illegal, or potentially illegal activity to any investigative agency as may be necessary or proper under the law.

SECTION 8 ADDITION TO BYLAWS. This Resolution and its contents shall be added to the Bylaws of Bear Creek Township and shall be binding upon the Board of Supervisors of Bear Creek Township unless and until amended by subsequent resolution. Further, copies of this resolution shall be provided to all current appointed agencies or entities of Bear Creek Township within thirty (30) days of its passage. The appointed entity shall have thirty (30) days thereafter to provide written notice of its inability to comply with any term or condition contained therein. Failure to provide written notice in conformity with the Resolution terms and conditions herein by the timeframes outlined herein shall bind the appointed entity to all terms and conditions outlined and failure to abide by the same shall permit Bear Creek Township to terminate and/or not renew any said appointment.

ENACTED BY BEAR CREEK TOWNSHIP BOARD OF SUPERVISORS ON THIS
_____ DAY OF _____, **2015**.

GARY ZINGARETTI, CHAIR

RUTH ANN KOVAL

JOSEPH MASI

JIM SMITH

JEFFREY POPPLE

ATTEST:

TOWNSHIP SECRETARY

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