

## PARTICIPATING MUNICIPALITY AGREEMENT

**THIS PARTICIPATING MUNICIPALITY AGREEMENT** (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2024,

BY AND BETWEEN:

**SOUTHERN ARMSTRONG REGIONAL POLICE DEPARTMENT**, an unincorporated nonprofit association ("SARPD"),

AND

**KISKIMINETAS TOWNSHIP** ("**KISKI TOWNSHIP**"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Armstrong, with its office located at 1222A Old State Road, Apollo, Pennsylvania 15613, by and through its Board of Supervisors ("Kiski" and, collectively with SARPD, the "Parties").

**WITNESSETH:**

**WHEREAS**, on or about August 24, 2022, the Borough of Freeport and the Township of Gilpin entered in an Intergovernmental Cooperation Agreement titled "Southern Armstrong Regional Police Department Charter Agreement" ("Charter Agreement") for the purpose of creating a regional police department, known as the Southern Armstrong Regional Police Department; and

**WHEREAS**, in November 2022, the Commission for SARPD amended the Charter Agreement; and

**WHEREAS**, the Parties mutually desire for Kiski to become a Participating Municipality of the SARPD; and

**WHEREAS**, the Parties wish to memorialize additional terms, understandings, and responsibilities of the Parties related to Kiski's joining the SARPD as a Participating Municipality.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, and intending to be legally bound hereby, the Parties agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Any and all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Charter Agreement.
2. Apportionment Formula. The Apportionment Formula contemplated by Article VII of the Charter Agreement for purposes of the funding responsibility of the Participating Municipalities to the SARPD is a percentage apportionment based solely on population of each Participating Municipality.

3. Cost Contribution. Kiski's cost contribution to the SARPD shall be as follows:

- a. \$533,790 annually, or \$88,965 bi-monthly, pursuant to the Apportionment Formula, until the cost contribution is reevaluated in approximately three (3) years pursuant to Article VII, Section A of the Charter Agreement.
- b. A one-time admission fee of \$10,450 to cover the costs associated with admission to the SARPD (the "Admission Fee"). The Admission Fee will be added to Kiski's first bi-monthly invoice. Therefore, the Township's first bi-monthly payment to SARPD will be \$99,415, with all remaining bi-monthly payments due and payable through calendar year 2026 totaling no more than \$88,965 per payment.
- c. Except as otherwise set forth in the Charter Agreement, the Parties hereby agree there are no additional fees, costs, or expenses that Kiski Township shall be responsible for as a Participating Municipality and that Kiski Township's annual contribution shall not increase prior to January 1, 2027.

4. Personal Property Conveyance. Within a reasonable period of time after joining the SARPD, Kiski shall assign or convey to the SARPD all existing police vehicle(s), equipment, materials, and supplies which are useful to the SARPD (the "Equipment"). Under no circumstances shall the Township assign or convey the Equipment in a manner inconsistent with or in violation of any provisions of the Pennsylvania Second Class Township Code, other applicable state statutes, applicable grant terms, or contracts related to or governing the disposal of the Equipment specifically, or Township-owned personal property generally. In the event Kiski were to withdraw from the SARPD prior to ten years of membership, Kiski and SARPD shall negotiate the return of, or reasonable reimbursement for, the Equipment assigned and/or conveyed to SARPD by Kiski at the time of joinder.

5. Audit. If the Commission fails to make the audit report pursuant to Article VIII, Section C of the Charter Agreement, Kiski shall be authorized to designate a controller or auditor to examine the books of the SARPD such that Kiski shall have the same inspection rights as provided to the Charter Municipalities in Article VIII, Section C of the Charter Agreement.

6. Substation Lease. The existing headquarters of the Kiskiminetas Township Police Department shall be a substation made available for use by the SARPD, conditioned on the existing headquarters being leased by Kiski to the SARPD pursuant to such terms and conditions as mutually agreed upon by the Parties.

7. Officer Coverage. The services of at least one police officer shall be solely dedicated to, and shall be present within the limits of Kiski Township, 24 hours a day, seven (7) days a week; and the services of at least one additional police officer shall be solely dedicated to, and shall be present within the limits of Kiski Township, 20 hours a day, seven (7) days a week.

The officer coverage set forth in this paragraph is subject to the occurrence of an event where such officer(s) is required to respond to an emergency outside of the limits of Kiski Township.

8. Meeting Minutes. Pursuant to Article VI, Section F of the Charter Agreement, the Commission is required to forward a copy of its meeting minutes for all regular and special meetings to the Participating Municipalities. The Commission's meeting minutes shall be forwarded to Kiski Township within three (3) days of approval by the Commission, and no later than 45 days after the Commission meeting for which the minutes relate.

9. Pensions. The Charter Agreement is silent with respect to a Participating Municipality's obligation to transfer pension funds into the SARPD's pension plan for any police officer employed by the Participating Municipality at the time of joinder and who is simultaneously being hired by the SARPD. As soon as practicable after \_\_\_\_\_, 2024, Kiski shall, after complying with any and all applicable laws, rules, and/or regulations, and after obtaining any and all necessary authorizations prescribed by applicable law, rules and/or regulations, transfer existing pension funds for its officers into the SARPD's pension plan. The Township shall not be subject to or liable for any penalties or other costs or expenses caused by delay of the transfer of funds, when such delay is not the result of the Kiski's gross negligence and shall be absolved of any and all pension liability upon the SARPD hire of said officers. Upon the assumption of SARPD's accrued pension liability for the officers, the SARPD shall thereafter indemnify and hold Kiski harmless from any and all claims, including payment of counsel fees and cost of suit, based upon said accrued pension liability made against it by any of the officers.

10. Arbitration. Pursuant to the Charter Agreement, disputes between Kiski Township and the Regional Department arising out of the construction, interpretation, performance, or enforcement of the Charter Agreement or this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the Pennsylvania Revised Uniform Arbitration Act (42 Pa. C.S.A. § 7301 et seq.). Unless otherwise agreed at the time of a dispute, the arbitration shall be conducted by a panel of three neutral, independent arbitrators. The Regional Department shall appoint one arbitrator, Kiski shall appoint one arbitrator, and the third arbitrator shall be selected by the two party-appointed arbitrators and shall serve as the chair of the arbitration panel. The Parties must select the arbitrators within ten (10) days of a party's written demand to arbitrate a dispute. If one party fails to timely select an arbitrator, the other party's appointed arbitrator shall select a second arbitrator, and these two arbitrators shall select the third arbitrator. The arbitration panel shall have the authority to award attorney fees and costs to the prevailing party.

11. Conflict. Nothing in this Agreement is intended to contradict or supersede the terms of the Charter Agreement as applicable to Kiski Township. In the event this Agreement and the Charter Agreement conflict, this Agreement shall prevail.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. Severability. If any section, subsection, sentence, clause, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such

holding shall not affect the validity of the remaining portions hereof.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

15. Integration & Amendments. This Agreement, and any incorporations herein, including the Charter Agreement, constitute the entire agreement between Parties with respect to the subject matter contained herein, and supersedes all prior oral and/or written agreements, understandings, and communications between the Parties with respect to the subject matter hereof. This Agreement shall not be in any way modified, abridged, or amended except in writing signed by the parties to be bound thereby.

[Signature page to follow]