

INTERGOVERNMENTAL COOPERATION & ESTABLISHMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”), made and entered into as of this day of _____, 2025,

BY AND BETWEEN

The Southwestern Butler County Council of Governments (“the COG”), through its member municipalities of Harmony Borough, Zelenople Borough, Jackson Township, and Lancaster Township individually (“Member Municipalities”), the Harmony Fire District (“Fire District”), and the Southwest Butler Stormwater Authority (“Authority”).

RECITALS

WHEREAS, the COG was duly created by cooperative agreement in 2023 as a voluntary organization aimed to foster regional cooperation amongst local governments and agencies; and

WHEREAS, the Authority was duly created in 2025 to provide for regional cooperation for stormwater management; and

WHEREAS, the COG’s Articles of Agreement authorize the COG, in part to “employ staff in permanent or temporary, part-time or full-time positions as necessary, according to adopted policies;” and

WHEREAS, the Fire District serves as the designated Fire Company for the Member Municipalities and has implemented an Oversight Agreement with the COG and the COG’s established Oversight Committee; and

WHEREAS, the Oversight Agreement requires regular financial reporting and appropriate bookkeeping of the Fire District; and

WHEREAS, the Fire District and Member Municipalities jointly desire to appointment, engage, and hire a paid administrator whose duties would include, but not be limited to, budgeting, bookkeeping, grants management, emergency management administration, and related coordination for the Fire District; and

WHEREAS, the Authority requires the services of an Executive Director on a part-time basis to provide for overall administration of the Authority to include bookkeeping, reporting, customer service, bidding, and grant and contract administration; and

WHEREAS, the Authority, Member Municipalities, and Fire District desire to create an employment position to perform the administrative functions of the Fire District and the Authority; and

WHEREAS, the Authority and Member Municipalities desire to appropriate monies toward the funding of a joint position administered and employed by the COG to perform the administrative functions of the Fire District and the Authority; and

WHEREAS, the Fire District desires to provide the office space and internet and phone connections necessary to perform the duties associated with the position as well as meeting space for the Authority.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference hereto, and with the mutual representations, warranties, covenants and conditions set forth in this Agreement, the Parties to this Agreement, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I – ESTABLISHMENT OF ADMINSTRATIVE POSITION

1. Position. The Member Municipalities, Authority, and Fire District hereby create an employment position titled District Administrator/Authority Director (“Administrator”) to perform the administrative functions of the Fire District and the Authority.
2. Duties. The Administrator shall perform the duties of the position as set forth and described in Exhibit “A” attached hereto and incorporated herein. The COG may from time to time amend these duties by providing 30-day written notice to the Administrator.
3. Funding. The Member Municipalities and Authority shall provide funding for the Administrator in two equal installments for each calendar year for the duration of this Agreement.
 - a. The Member Municipalities and the Authority agree to provide total annual funding contributions (“Contributions”) for the Administrator position in the amount as follows:

Harmony Borough	\$ 2,925.00
Jackson Township	\$ 30,420.00
Lancaster Township	\$ 14,625.00
Zelienople Borough	\$ 10,530.00
Authority	\$ 31,500.00
Total	\$ 90,000.00

- b. The total annual Contribution shall be paid in two equal installments with the first installment being due on or before January 15th and the second and final installment being due on or before June 15th of each calendar year.
 - c. In 2025, the first installment shall be paid within 21 days of the Member Municipalities and Authority’s individual execution of this Agreement and the second installment shall be due June 30, 2025.

- d. The use of the Contributions shall be for wages and fringe benefits for the Administrator as determined by the COG.
 - e. The amount of the Contributions provided by the Member Municipalities and the Authority shall be determined on an annual basis by the COG with such amount of Contributions not to exceed an increase of more than five (5%) percent per annum, absent the unanimous consent of the Authority and Member Municipalities.
 - f. Any remaining proceeds from the Contributions in a fiscal calendar year shall be credited to the collective fees due for the following year. Such proceeds shall include reimbursement of wages or benefits including but not limited to State Pension aid.
 - g. The COG shall determine the annual Contributions required and notify the Member Municipalities and the Authority of its respective Contribution due for the following year by October 15th of the preceding year wherein the distribution of contributions shall be 35% charged to the Authority and 65% to the Member Municipalities. Of the portion charged to Member Municipalities, the distribution of such fee amongst said Member Municipalities shall be proportional to the percentage of total assessed improvements as of September 30th of the current fiscal year as certified by the Butler County Assessment Office amongst that of the Member Municipalities.
4. Relationship. The COG shall act as the employer of an individual hired by the COG to fill the Position and shall employ said individual in a manner responsible for fulfilling a job description reasonably similar to that set forth in Exhibit "A."
 5. Fire District Responsibilities. The Fire District hereby agrees to provide the following to the Administrator:
 - a. A dedicated and private office space for the individual employed as the Administrator at the Fire District building located at 424 S. Main Street, Zelienople, PA 16063;
 - b. Complete office furnishings;
 - c. Internet and land-line phone services, which shall be paid for entirely by the Fire District; and
 - d. IT support, which shall be paid for entirely by the Fire District.

If to Authority: Southwest Butler Stormwater Authority
Attn: Michael J. Witherel, Esq.
966 Perry Highway
Pittsburgh, PA 15237

2. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral.
3. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement shall not be assigned by any party without the prior written consent of all of the other parties.
4. Amendment. This Agreement cannot be changed, modified, or amended, in whole or in part, except in writing executed by all parties hereto.
5. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to any jurisdiction's conflict of laws provision. The parties agree that the Court of Common Pleas of Butler County in the Commonwealth of Pennsylvania is the sole jurisdiction where any case or other action arising under or as a result of this Agreement shall be initiated.
6. Good Faith and Reasonableness Implied. All parties shall have an implied obligation of good faith and reasonableness.
7. Construction. For purposes of this Agreement, any words used in the masculine shall include the feminine and neuter, and any words used in the singular shall include the plural, and vice versa. For the purposes of this Agreement, the COG, Authority, Member Municipalities, and Fire District are sometimes referred to, individually, as a "party" or, collectively, as the "parties."
8. Severability. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.
9. Authorization. Each party to this Agreement verifies by execution of the Agreement that they have taken all action necessary to authorize the execution and delivery of this Agreement. The Member Municipalities agree to authorize this Agreement through the enactment of separate resolutions in accordance with the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq.
10. Headings. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

11. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart when executed shall be deemed to be an original, and such counterparts collectively shall constitute one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MEMBER MUNICIPALITIES:

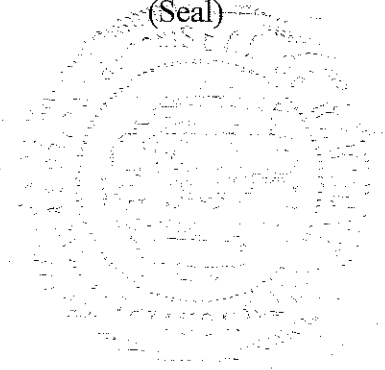
BOROUGH OF HARMONY

Approved via Resolution Number 2025-3-4 enacted March 4, 2025

ATTEST:

Amy Brown
Amy Brown
Borough Secretary
(Seal)

By: Greg Such
Greg Such
President, Borough Council



BOROUGH OF ZELIENOPLE

Approved via Resolution Number _____ enacted _____

ATTEST:

Andrew Spencer
Borough Manager/Secretary
(Seal)

By: _____
Gregg Semel
President, Borough Council

TOWNSHIP OF JACKSON

Approved via Resolution Number _____ enacted _____

ATTEST:

Christopher J. Rearick
Township Manager/Secretary
(Seal)

By: _____
Jay Grinnell
Chairman, Board of Supervisors

TOWNSHIP OF LANCASTER

Approved via Resolution Number _____ enacted _____

ATTEST:

Mary E. Hess
Township Manager/Secretary
(Seal)

By: _____
Greg Kessler
Chairman, Board of Supervisors

FIRE DISTRICT:

ATTEST

HARMONY FIRE DISTRICT

Name: _____

Name: Kevin T. Behun
Title: President

AUTHORITY:

ATTEST:

**SOUTHWEST BUTLER STORMWATER
AUTHORITY**

Name: _____

Name: _____
Title: Chairman of the Board of the Southwest
Butler Stormwater Authority