

AN ORDINANCE OF THE CITY OF COATESVILLE, CHESTER COUNTY, PENNSYLVANIA, ENACTED PURSUANT TO THE TERMS OF THE INTERGOVERNMENTAL COOPERATION ACT, 53 Pa.C.S.A. SECTION 2301, ET SEQ., AUTHORIZING THE CITY OF COATESVILLE TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES LOCATED IN WESTERN CHESTER COUNTY TO FORM THE WESTERN CHESTER COUNTY COUNCIL OF GOVERNMENTS ("WCCCOG").

WHEREAS, the City Council of Coatesville and other governing bodies of municipalities located in Western Chester County which are identified on Exhibit "A" of the Intergovernmental Cooperation Agreement (hereinafter the "Members") have expressed an interest in the formation of and participation in a Council of Governments for the purpose of discussing and studying local issues of mutual interest and concern to each municipality and to plan and formulate solutions for common regional problems such as zoning, transportation, cable telecommunications and emergency services; and

WHEREAS, the Members now desire to enter an Intergovernmental Cooperation Agreement to create a Council of Governments to be known as "The Western Chester County Council of Governments" which will memorialize the responsibilities and obligations of the Members of the WCCCOG; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act of 1996, 53 Pa.C.S.A. §2301 et seq., the Members may enter agreements with other municipalities and government agencies to perform governmental powers and duties upon the passage of an ordinance by the governing body; and

WHEREAS, this Ordinance is enacted to authorize the City to enter the Intergovernmental Cooperation Agreement to create the Western Chester County Council of Governments, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference (the "Agreement");

NOW THEREFORE, BE IT ENACTED AND ORDAINED, by authority of the City Council of the City of Coatesville as follows:

SECTION 1. Authorization. The City Council of the City of Coatesville (the "City") is hereby authorized pursuant to the Third Class City Code, the City's Home Rule Charter and other applicable law to enter into an Intergovernmental Cooperation Agreement with the municipalities which are identified on Exhibit "A" of the Agreement to form the Western Chester County Council of Governments ("WCCCOG"), in accordance with the terms and conditions authorized by this Ordinance and set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference. Furthermore, the appropriate officers of the City are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Agreement and this Ordinance, and to comply with the purposes and intent of the Agreement and this Ordinance.

SECTION 2. Conditions of Agreement. The Agreement is conditioned upon each Township/Borough/City's governing body enacting an Ordinance which authorizes such municipalities to participate in the WCCCOG and to execute the Agreement.

SECTION 3. Duration and Term of Agreement. The WCCCOG shall be created for, and the Agreement shall have, an initial term of five (5) years, which term shall commence on the Effective Date of the Agreement (as defined in paragraph 17 of the Agreement). At the expiration of the initial five year term, the Agreement and the WCCCOG shall automatically renew for successive one (1) year terms unless a majority of the municipalities, acting through their delegates, vote to terminate the Agreement.

SECTION 4. Purpose and Objectives of the Agreement. The purposes and objectives of the WCCCOG include, but are not limited to the following:

A. To provide a forum for the discussion of regional issues that affect the Members and their residents;

B. To discuss and study local issues of mutual interest and concern to each Member and its residents and to formulate solutions for common regional problems;

C. To allow for regional planning and coordination on local government issues such as, but not limited to zoning, transportation, emergency services, geographical information systems ("GIS"), cable communications, technological electronic communication and any other issues which affect the Western Chester County region;

D. To train municipal officials and employees in various municipal topics and laws that affect municipalities;

E. To undertake, coordinate and administer programs of regional interest that benefit some or all of the Members;

F. To create an alliance for obtaining more competitive rates on the purchase of goods and services for the Members; and

G. To perform such other activities as the Members may mutually agree may be undertaken through the WCCCOG which are related to the objectives identified above.

SECTION 5. Manner and Extent of Financing for the Agreement.

A. The Board of Delegates shall annually prepare a proposed annual budget.

1. At the organizational meeting of the Board of Delegates, the Board shall adopt an annual budget, or authorize the prompt creation of an annual budget for the WCCCOG.
2. Thereafter, the Board shall annually prepare the proposed budget and submit it to the members at least 60 days prior to the end of the calendar year.
3. The Board of Delegates shall finally vote to approve or reject the budget prior to the end of the calendar year.
4. In the event that the proposed annual budget is not approved by the majority of the Members' governing bodies, the Board of Delegates shall revise said budget in accordance with the reasons provided by the governing bodies in support of the rejection.
5. Following the initial year of the Agreement, the process for preparing, presenting and adopting an annual budget shall be defined by the adopted Bylaws of the WCCCOG.
6. Until the new annual budget is approved by the majority of the Members' governing bodies, the prior years' budget shall remain in effect

B. Within sixty (60) days following the Effective Date of the Agreement, each Member shall be responsible to make an initial contribution to the WCCCOG of Two Hundred and Fifty (\$250.00) Dollars, which contribution shall be deposited into an account established for the WCCCOG by its Secretary/Treasurer. Thereafter, each Member shall contribute an equal share to the expenses of the WCCCOG, as determined by the annual budget. Each Member shall contribute its share of the WCCCOG's operational expenses by the end of the first quarter of the calendar year as otherwise determined by the Board. A Member which does not promptly pay its annual contribution may have its membership in the WCCCOG terminated by a majority vote of the Board of Delegates. In the event of such termination, the terminated Member's

delegate and alternate delegate shall be precluded from voting on any matter or issue voted upon by the Board of Delegates.

C. In the event that the WCCCOG undertakes a specific program or activity that does not involve all of the Members, only the Members which participate in such program or activity shall be liable for the expenses related to such program or activity.

SECTION 6. Organizational Structure Necessary to Implement the Agreement.

A. The WCCCOG shall be governed by a Board of Delegates which shall consist of one delegate and an alternate delegate from each Member. The delegates and alternate delegates shall be appointed by the governing body of each Member to serve in such capacity for a one (1) year term. Each delegate and alternate delegate shall be an elected official of the Member.

B. Within sixty (60) days after the Effective Date of the Agreement, the Board of Delegates shall conduct an organizational meeting. At the organizational meeting the Board shall elect the officers of President, Vice-President, and Secretary/Treasurer and adopt Bylaws, or authorize the prompt preparation of Bylaws for future adoption, which shall govern the day to day affairs of the WCCCOG.

C. Each Member shall be entitled to one (1) vote in the WCCCOG which vote shall be cast by the delegate in attendance at the Board of Directors' meetings.

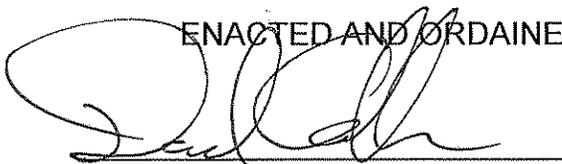
SECTION 7. Manner In Which Real or Personal Property Shall Be Acquired, Managed, Licensed or Disposed Of. The WCCCOG is not authorized by the Agreement to purchase real property. If the WCCCOG purchases personal property, it shall take title to such personal property in the name of WCCCOG, unless otherwise agreed to by the Board of Delegates. Upon termination of the Agreement, any personal property owned by the WCCCOG shall be distributed to the Members, or sold and the proceeds distributed to the Members, as determined by the Board of Delegates. All other matters pertaining to the acquisition, management, licensing or disposal of personal property by the WCCCOG shall be decided by a majority vote of the Board of Delegates.

SECTION 8. Authority to Enter Into Contracts or Policies of Group Insurance and Employee Benefits. The WCCCOG is empowered to enter into contracts for policies of group insurance and employee benefits including Social Security for any employees of the WCCCOG. No such employees are anticipated by the Members and a majority of the Board of Delegates must first vote to hire any such employees and approve any such contracts.

SECTION 9. 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 any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 10. Effective Date. This Ordinance shall be effective thirty (30) days after publication following final adoption in accordance with the City Charter and the Third-Class City Code.

ENACTED AND ORDAINED this 8th day of October, 2012.



David Collins, President City Council

ATTEST:



Kirby A. Hudson, City Manager

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was introduced on the 24th day of September, 2012, and was duly enacted by the Council of the City of Coatesville, Chester County, Pennsylvania on the 8th day of October, 2012, that the vote upon the said Ordinance has been recorded in the Minutes of the City Council and that the Ordinance has been fully recorded.



Kirby A. Hudson, City Manager