

**PA WILDS PLANNING TEAM
INTERGOVERNMENTAL COOPERATION AGREEMENT**

Ordinance No. 1-2005

AN ORDINANCE OF THE COUNTY OF WARREN AUTHORIZING ENTERING INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT TO ESTABLISH THE PA WILDS PLANNING TEAM.

WHEREAS, the Counties of Cameron, Clarion, Clearfield, Clinton, Elk, Forest, Jefferson, Lycoming, McKean, Potter, Tioga, and Warren consider to cooperate to address mutual planning issues and concerns related to implementation of the PA Wilds Initiative; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act , 53 Pa.C.S.A. Section 481 et seq., authorizes counties to enter into intergovernmental cooperation agreements in the performance of their governmental functions, powers, or responsibilities;

NOW THEREFORE BE IT ORDAINED AND ENACTED by the Board of Commissioners of the County of WARREN that the County of WARREN hereby authorizes entering into an intergovernmental cooperation agreement as follows:

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT TO ESTABLISH THE PA WILDS PLANNING TEAM by and among the Counties of Cameron, Clarion, Clearfield, Clinton, Elk, Forest, Jefferson, Lycoming, McKean, Potter, Tioga, and Warren, Pennsylvania, hereinafter referred to as the Participants.

SECTION 1: PURPOSE AND OBJECTIVES

The Participants desire to cooperate to address mutual planning issues and concerns related to implementation of the PA Wilds Initiative, and more specifically to:

- A. Provide leadership to support appropriate planning in the PA Wilds region that helps communities take the best economic advantage of the initiative while retaining the character of the area.
- B. Be a conduit for interaction and communication with municipal officials.
- C. Identify impacted communities, their needs and implementation strategies necessary to assist them in responding to the potential increased visitation and development that may result around DCNR investment areas.
- D. Review current county planning documents and if necessary provide advice and information for update of documents to address the potential opportunities and challenges for counties in the PA Wilds region

SECTION 2: POWERS AND SCOPE OF AUTHORITY

This Agreement hereby establishes the PA Wilds Planning Team, hereinafter referred to as the Team, by which the Participants will work cooperatively to address mutual planning issues and

concerns related to implementation of the PA Wilds Initiative. The Team shall serve in an advisory capacity to:

- A. Provide information, conduct studies and analyses, provide recommendations for action, and provide technical assistance to the Participants.
- B. On behalf of the Participants, advise and provide recommendations on planning issues to the Governor's PA Wilds Task Force
- C. On behalf of the Participants, advise and provide recommendations and technical assistance on planning issues to agencies, municipalities, and organizations participating in the PA Wilds Initiative or impacted by it.

The powers and authorities herein conferred shall not usurp the powers, duties, and authorities of the individual Participants and their governing bodies and planning commissions in matters outside of the scope of this Agreement.

SECTION 3: COMPOSITION

The PA Wilds Planning Team shall consist of the following members:

- A. Planning Director of each participating county or a suitable representative of planning interests designated by the Board of Commissioners.
- B. Executive Director of each the Northwest Pennsylvania Regional Planning and Development Commission, North Central Pennsylvania Regional Planning and Development Commission, SEDA-COG, and Northern Tier Regional Planning and Development Commission.
- C. Duly designated representative of the Pennsylvania Department of Conservation and Natural Resources, Pennsylvania Department of Community and Economic Development, County Commissioners Association of Pennsylvania, Pennsylvania State Association of Township Supervisors, Pennsylvania State Association of Boroughs, Pennsylvania Wilds Corporation, Pennsylvania Lumber Heritage Region, and Pennsylvania Route 6 Heritage Corridor.

The Team is authorized and encouraged to engage the assistance, services, and resources of and coordinate with other interested and affected agencies, groups, and stakeholders.

SECTION 4: CONDUCT OF BUSINESS

- A. The Team shall elect from among its members:
 - 1. A chairperson who shall preside at meetings.
 - 2. A recording secretary who shall ensure a record is kept of Team meetings and activities.
 - 3. A steering committee including the chairperson, recording secretary, and other members of suitable number who shall prepare for meetings, be spokespersons for the Team, and provoke Team action and progress.
- B. The Team shall establish procedures and policies, including but not limited to meetings and decision-making, necessary for the conduct of business to fulfill the purpose and objectives of this Agreement.

SECTION 5: FINANCES

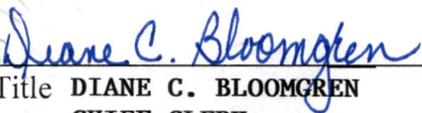
Each Participant shall be responsible for its own costs and expenses incurred in participating in the PA Wilds Planning Team. Each Participant will retain discretionary authority to incur expenses or commit funds to carry out the actions and transactions contemplated by this Agreement. The Team shall not be empowered on its own to authorize expenditures, accept grants or gifts, enter into contracts, employ persons, or to acquire, manage, license, or dispose of real or personal property. A Participant or Team member may, upon request of the Team, seek and receive outside funding on behalf of the Team to support Team activities for which the Team may provide oversight and management.

SECTION 6: EXECUTION, EFFECTIVE DATE & TERM

- A. This Agreement will become effective immediately upon enactment by all of the Participants.
- B. Or, if not all Participants enact the ordinance authorizing this Agreement, this Agreement shall become effective if and when enacted by at least eight of the Participants, in which case the authorities, responsibilities, powers, privileges, and membership conferred by this Agreement shall be conferred only to and for those Participants that enacted the Agreement.
- C. A Participant may withdraw from the Agreement upon 90-days advance written notification.
- D. This Agreement will remain in effect until terminated in writing by five or more of the Participants or until such time as the number of Participants who have enacted the Agreement and not withdrawn falls below eight.

DULY ORDAINED AND ENACTED this 28TH day of DECEMBER, 2005, by the Board of Commissioners of the County of WARREN.

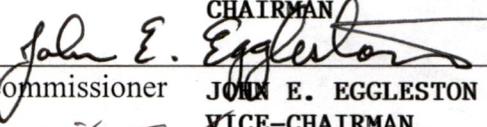
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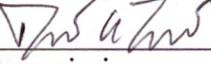

 Title **DIANE C. BLOOMGREN**
CHIEF CLERK



BY:


 Commissioner **JOHN R. BORTZ, JR.**
CHAIRMAN


 Commissioner **JOHN E. EGGLESTON**
VICE-CHAIRMAN


 Commissioner **DAVID A. BAUER, ESQ.**
SECRETARY