

ORDINANCE NO. 105

AN ORDINANCE OF THE TOWNSHIP OF PYMATUNING, MERCER COUNTY, PENNSYLVANIA, AUTHORIZING THE BOROUGH TO ENTER INTO AN AGREEMENT WITH THE CITY OF SHARON, THE MUNICIPALITY OF HERMITAGE, THE CITY OF FARRELL, THE TOWNSHIP OF SHENANGO, THE TOWNSHIP OF SOUTH PYMATUNING, THE BOROUGH OF SHARPSVILLE, THE BOROUGH OF WHEATLAND, THE BOROUGH OF WEST MIDDLESEX, AND THE BOROUGH OF CLARK, PROVIDING FOR MUTUAL POLICE ASSISTANCE.

WHEREAS, the City of Sharon, the Municipality of Hermitage, the City of Farrell, the Borough of Sharpsville, the Township of Shenango, the Township of Pymatuning, the Township of South Pymatuning, the Borough of Wheatland, the Borough of West Middlesex and the Borough of Clark are geographically located in proximity to each other; and

WHEREAS, it is to the mutual advantage and benefit of said municipalities that each agree to render supplemental police protection in the event of an emergency, disaster or widespread conflagration that has developed or threatens to develop beyond the control of a single municipality; and

WHEREAS, authority is granted to provide police assistance outside the normal territorial jurisdiction of said municipality by the Act of July 12, 1972, PL No. 180, and as otherwise provided by law.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Supervisors of the Township of Pymatuning, Mercer County, Pennsylvania, and it is hereby Enacted and Ordained by and with the authority of the same as follows:

That the Township of Pymatuning enter into a written agreement with the City of Sharon, the Municipality of Hermitage, the City of Farrell, the Township of South Pymatuning, the Township of Shenango, the Township of Pymatuning, the Borough of Wheatland, the Borough of West Middlesex and the Borough of Clark, which will provide substantially as follows:

1. In the event of or the threat of an emergency, disaster or widespread conflagration which cannot be met with the facilities of one of the municipal parties hereto, the other municipal parties agree, upon proper request, to furnish police assistance to the party requesting such assistance upon either an actual or standby basis. The extent of assistance to be furnished under this agreement shall be determined solely by the municipal party furnishing such assistance, and it is understood that the assistance so furnished may be recalled at the sole discretion of the furnishing party.

2. Details as to methods of requesting such assistance, the persons authorized to send and receive such requests, and the nature of the assistance provided will be established from time to time by correspondence and/or agreement between the parties hereto.

3. While providing mutual aid assistance, any police officer rendering such assistance shall have the same powers and authority conferred by law on the members of the police department of the municipality to which such assistance is rendered.

4. The commanding police officer of a municipality requested to render mutual aid assistance shall report to and receive instructions from the commanding police officer of the municipality to which assistance is being rendered; however, any other police officer rendering assistance to another municipality hereunder, shall be directly supervised, controlled and/or deployed by his commanding police officer of the rendering municipality. Any police officer who renders mutual aid assistance shall be responsible for his individual actions and conduct under his employing municipality's regulations, guidelines and procedures, and/or State and Federal laws, regardless of the municipal jurisdiction in which he is performing such police duties.

5. When providing mutual aid assistance, the police officer(s) that render such assistance shall not be considered for any purpose to be employees of the municipality to which such assistance is being rendered. All employment rights and wage compensation, for work performed in or for any municipal party to this agreement shall be the responsibility of the police officer's regular employing municipality.

6. Vehicles, firearms and all equipment furnished in or for mutual aid assistance shall be operated by personnel of the municipality furnishing the equipment. It is understood that under no circumstances will privately

owned vehicles and/or equipment be utilized in mutual aid assistance, unless commandeered and/or authorized by the commanding police officer of the municipality in which such emergency, disaster or widespread conflagration or threat thereof shall exist.

7. It is further understood and agreed that if while rendering assistance pursuant to this agreement personal injury, death or property damage or loss occurs outside of the territorial limits of the municipality rendering mutual aid assistance, the municipality rendering such assistance and/or their contracted insurance carrier(s) shall be liable for all legally determined damages that shall pertain to the rendering municipality. Each municipal party to this agreement agrees to obtain sufficient insurance coverages to meet their responsibility hereunder. Such insurance coverages shall include but are not limited to workmans compensation insurance; vehicular comprehensive and collision; bodily injury (minimum coverage \$100,000) and property damage (minimum coverage \$50,000) liability insurance; false arrest and general liability insurance (minimum coverage \$100,000).

8. The provisions of this agreement shall not be construed to impose an obligation on any municipal party hereto to respond to a request for mutual aid assistance. At any time such assistance is requested, the municipal party so requested may, for any reason, deem it advisable not to respond and may so inform the requesting municipality.

9. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

10. Any party to this agreement may withdraw at any time, upon thirty days' written notice to all of the other parties. This agreement however shall continue to exist among the remaining parties.

11. Additional municipalities may become parties to this agreement upon acceptance and execution of this agreement, and upon arrival by the governing bodies of the municipalities already a party to this agreement.

12. This agreement shall become effective for each party hereto when that party by ordinance of its governing body adopts and approves this agreement, and authorizes the proper municipal official to execute the same, at which time certified copies of said ordinance approving the same shall be forwarded to the Shenango Valley Council of Governments.

ENACTED AND ORDAINED this 13th day of October 1977

Charles J. Goodenough
John L. Listerhult Jr
Harry H. Urangst