

ORDINANCE No. 153

AN ORDINANCE OF THE TOWNSHIP OF PYMATUNING, MERCER COUNTY, PENNSYLVANIA, AUTHORIZING THE PROPER PYMATUNING TOWNSHIP OFFICIALS TO ENTER INTO A MUTUAL AID AGREEMENT WITH MERCER COUNTY TO PROVIDE EACH PARTY, THROUGH THEIR MUTUAL COOPERATION, WITH THE AUTHORITY BY WHICH THEY MIGHT RENDER AID TO THE OTHER IN CASE OF AN EMERGENCY WHICH DEMANDS EMERGENCY SERVICES TO A DEGREE BEYOND THE EXISTING CAPABILITIES OF EITHER PARTY.

BE IT ORDAINED AND ENACTED by the Board of Supervisors of Pymatuning Township, Mercer County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same as follows:

SECTION 1 - AUTHORIZATION: The proper Pymatuning Township Officials are hereby authorized to enter into a Mutual Aid Agreement with Mercer County, Pennsylvania, for the provision of mutual aid to each of the parties, through their mutual cooperation, in case of an emergency which demands emergency services to a degree beyond the existing capabilities of either party.

SECTION 2 - CONDITIONS OF AGREEMENT: The Mutual Aid Agreement, a copy of which is attached to this Ordinance, and made a part hereof by reference thereto, shall provide, *inter alia*, a method of requesting assistance; the chain of command when assistance is requested; control of personnel and equipment; indemnification; right of refusal to respond; and provide for the termination of the Agreement.

SECTION 3 - DURATION OF THE AGREEMENT: The Mutual Aid Agreement shall become effective upon final passage of this Ordinance and shall remain in full force and effect unless and until any party to the Agreement shall give sixty (60) days written notice prior to July 1 to the other of its intent to withdraw and terminate the Agreement.

SECTION 4 - FINANCIAL COMMITMENT: The Mutual Aid Agreement requires no financing independent of the normal budgetary allotments for the operation of the parties hereto and therefore, no financial commitment is required to effect the Agreement.

SECTION 5 - ORGANIZATIONAL STRUCTURE: There is no organizational structure created to implement the Agreement. The Agreement will be implemented through the chain of command already existent in each municipality.

SECTION 6 - DISPOSITION OF PROPERTY: The Agreement does not require or provide for the acquisition, management or disposal of any real or personal property.

SECTION 7 - THE PURPOSE AND OBJECTIVE OF THE AGREEMENT: The purpose and objective of the Agreement is to provide for mutual aid to each municipality when an emergency, disaster or wide spread conflagration can not be met with the facilities of either municipality or its municipal personnel and equipment.

SECTION 8 - SEVERABILITY: The provisions of this Ordinance shall be severable, and if any of the provisions hereof shall be held to be unconstitutional, void or otherwise unenforceable, same shall not affect the validity of any of the remaining provisions of this Ordinance.

SECTION 9 - REPEALER: All Ordinances or parts of Ordinances conflicting herewith or any of the provisions of this Ordinance are hereby repealed in so far as the same affects this Ordinance.

SECTION 10 - EFFECTIVE DATE: This Ordinance shall become effective ten (10) days after the final passage thereof.

ORDAINED AND ENACTED, finally into law by the Board of Supervisors of Pymatuning Township, Mercer County, Pennsylvania on this 10th day of October, 1991, at a regular meeting thereof, duly convened.

ATTEST:

PYMATUNING TOWNSHIP, PENNSYLVANIA:

Jayne E. Leventy
Township Secretary

By:

Joseph A. Seberoni
George F. Fiedler
George J. Lesicini
Supervisors

(SEAL)

MUTUAL AID AGREEMENT

THIS AGREEMENT entered into this 10th day of October, 1991, by and among:

PYMATUNING TOWNSHIP, Mercer County, Pennsylvania;

a n d

MERCER COUNTY, Pennsylvania:

WHEREAS, Section 1 of Act 1978-323, P.L. 1332 (35 Pa.C.S.A. Sections 7504, 7513) authorize public agencies and municipalities to enter into mutual aid agreements/arrangements; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by this law; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their mutual cooperation, the authority to render aid to the other in case of emergency which demands emergency services to a degree beyond the existing capabilities of either party; and

WHEREAS, it is deemed in the public interest of the parties hereto to enter into an agreement for mutual assistance in an emergency to provide emergency services needed to assure each party of adequate protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

1. The parties will promptly respond to calls for emergency assistance upon request for such assistance made by the designated representative(s) of the governing body of the political subdivision and confirmed in writing as soon as time permits. All requests for emergency assistance shall be made to the party designated by each Municipality's Emergency Plan as the head of the Emergency Management command staff or to the next in command in his/her presence.

2. Upon receipt of a request for aid as provided for in paragraph (1), the municipal official(s) of the responding party will authorize a response as follows:

a. Each of the parties to this Agreement will provide at least the following personnel and equipment in response to the request:

Minimum response - one manned emergency vehicle; and

Maximum response - fifty (50%) percent of personnel and resources.

Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction and, as determined by the municipal official(s) of the responding party after discussion and agreement with the official(s) of the requesting party.

b. If there is also an emergency in the jurisdiction of the responding party at the same time a request is made, or one occurs in the course of responding to a request under this Agreement, and the municipal official(s) of the responding party reasonably determines, after a consideration of the severity of the emergency in their jurisdiction, that the responding party cannot comply with minimal requirements under this Agreement without endangering life and/or incurring significant property damage within their jurisdiction, the responding official(s) may elect to retain all equipment and personnel in the jurisdiction. In such case, the municipal official(s) of the responding party shall inform the municipal official(s) of the requesting party of this decision.

c. In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this Agreement impossible for the responding party, the municipal official(s) of the responding party shall determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdictions, how best to respond to the requests. The municipal official(s) may determine to send all available resources under this Agreement to the jurisdiction with the most dire emergency, or they may send some resource to each requesting jurisdiction. The municipal official(s) shall inform the requesting official of the requesting parties of the decision.

d. In the situations outlined above where compliance with the minimal duties of this Agreement is impossible, the requesting party or parties will not expect full compliance with those minimal duties but will expect a fair appraisal of the emergencies involved and commensurate response.

3. It shall be the responsibility of the responding party to see that all personnel responding to the request for assistance are responsible persons, and the conduct and action of said personnel shall be the responsibility of the party sending assistance.

4. When personnel are sent to another community pursuant to this Agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the Worker's Compensation Laws which are possessed by the sending organization shall be extended to and include the area in which like benefits and authorities are or could be afforded to personnel of the requesting organization and shall be extended to any geographical area necessary as a result of the request when said personnel are acting within the scope of the authority conferred by this Agreement.

5. The party who request mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the organization of the responding party which may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

6. The party responding to the request for mutual aid under the terms of this Agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus and/or the negligence of its personnel while enroute to, or returning from, a specific location.

7. The party responding under the terms of this Agreement shall assume no responsibility or liability for property damaged or destroyed or bodily injury at the actual scene of any emergency due to actions which are required in responding under this Agreement; said liability and responsibility shall rest solely with the party requesting such aid and within those boundaries the property exists or the incident occurs.

8. No compensation will be paid by the parties under this Agreement for mutual aid emergency assistance rendered.

9. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage, or personal injury occurring in consequence of mutual aid or emergency assistance rendered under this Agreement, and all such rights or claims are hereby expressly waived.

10. The municipal official in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics,

and overall direction of the operations. All orders or direction regarding the operation of the responding party shall be relayed to the responsible official(s) in charge of the responding party.

11. This Agreement shall be binding upon the parties and their respective successors and assigns. No assignment of duties or responsibilities shall be made under this Agreement without the prior written approval of the appropriate municipal legislative body.

12. A joint advisory board may be created consisting of selective representatives of the various governing bodies of each involved political subdivision together with the County Emergency Management Coordinator or designated representative, which joint advisory board shall have the responsibility of carrying out the powers designated herein serving without compensation.

13. No property, real or personal, tangible or intangible, shall be acquired or held by this joint advisory board, it being the intent of the Agreement that each political jurisdiction shall use and employ its own properties in carrying out the functions and responsibilities designated herein.

14. This Agreement shall continue from year to year unless written notice of termination is given by either party hereto to the other at least sixty (60) days prior to July 1 of each year. The parties further agree that all legal notices pursuant to this contract shall be sufficient if in writing and mailed, prepaid, first class, to the following addresses of the respective parties or such other addresses as may be designated from time to time, by the parties in writing. No further obligations or liabilities shall be imposed after such termination.

ADDRESSES: Pymatuning Township Secretary
Edgewood Drive Extension
P.O. BOX 108
Transfer, PA 16154

a n d

Mercer County EMA Director
Mercer County Courthouse
Mercer, PA 16137

15. This Agreement constitutes the entire Agreement between the parties. No amendment or modification changing the scope or terms of this Agreement shall have any force or effect unless it is in writing and signed by all parties hereto.

16. The provisions of this Agreement shall be construed in accordance with all applicable law. All agreements as to liability and responsibility as stated herein shall be applicable to and binding upon the parties hereto, inter se, but shall not inure to the benefit of any other person or party; nor shall the parties hereto in any manner be restricted by this Agreement from exercising any right of recovery against third parties that might otherwise be liable.

EXECUTION OF AGREEMENT

The persons executing this Agreement on behalf of the parties to this Agreement covenant that they are duly authorized to legally bind said respective parties.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

MERCER COUNTY, PENNSYLVANIA

Spide Lukman
Chief Clerk

By:

Joseph H. Hagle
William M. Reynolds
(Commissioners)

ATTEST:

PYMATUNING TOWNSHIP, PENNSYLVANIA

Joseph E. Leventay

By:

Joseph A. Schelovick
George J. Fiedler
George J. Zecchin
(Supervisors)