

ORDINANCE NO. 3-1986 - SHENANGO
TOWNSHIP, LAWRENCE COUNTY, PENNSYLVANIA
AN ORDINANCE PROVIDING FOR ENTERING INTO
AN INTERGOVERNMENTAL COOPERATION AGREEMENT
WITH OTHER MUNICIPALITIES LOCATED WITHIN
LAWRENCE COUNTY, PENNSYLVANIA, TO PROVIDE
FOR MUTUAL AID IN THE EVENT OF FIRE,
EMERGENCY OR DISASTER

WHEREAS, certain municipalities located within Lawrence County, Pennsylvania, desire to enter into an Intergovernmental Cooperation Agreement to provide for mutual aid in the event of fire, emergency or disaster; and

WHEREAS, said municipalities for the purpose of carrying the provisions of the Intergovernmental Cooperation Act into effect have deemed it appropriate to enter into such an Agreement; and

WHEREAS, said municipalities have deemed it to be in the best interest of the citizens and taxpayers of each municipality to provide mutual aid in the event of fire, emergency or disaster, through the respective volunteer fire companies of said municipalities.

NOW, THEREFORE, be it ordained and enacted by the Board of Supervisors of Shenango Township, Lawrence County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same and pursuant to the provisions of the Act of July 12, 1972, P.L. 180, 53 P.S. Section 481 et seq. as follows:

SECTION I.

(A) Title

(1) This Ordinance shall be known and referred to as "The Shenango Township Mutual Fire Services Assistance Ordinance".

SECTION II.

(A) Conditions of Agreement

(1) The conditions of the Agreement to be entered into between the participating municipalities are generally as follows:

(a) Each municipality shall take all steps necessary to comply with the requirements of the Act of July 12, 1972, P.L. 180, 53 P.S. 481 et seq., so as to give full force and legal effect to the mutual aid agreement as soon as possible.

(b) The municipalities which are a party to the agreement shall agree to provide, upon proper request, fire department assistance to the party requesting such assistance on either an actual or standby basis.

(c) The extent of assistance to be furnished shall be determined solely by the municipality furnishing such assistance and it is understood that assistance so furnished may be recalled at the sole discretion of the furnishing party.

(d) Methods of requesting such assistance shall be as from time to time agreed by the parties. The firefighters and all officers responding to said request for assistance shall be governed by a chain of command to be agreed upon from time to time by the parties.

(e) The said firefighters rendering 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 firefighter's regular employing municipality. Vehicles and all equipment furnished in or for mutual aid assistance shall be operated by personnel of the municipality furnishing the equipment.

(f) Under no circumstances will privately owned vehicles and/or equipment be utilized in mutual aid assistance unless commandeered or authorized

by the commanding fire officer of the municipality, in which such emergency, disaster or widespread conflagration or threat thereof shall exist.

(g) If, while rendering assistance pursuant to the mutual aid agreement, personal injury, death or property damage or loss occurs outside of the territorial limits of the municipality rendering mutual assistance, the municipality rendering such assistance and or their contracted insurance carrier 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 coverage shall include worker's compensation, vehicular comprehensive and collision bodily injury in minimal amount of \$50,000.00 liability, false arrest and general liability insurance in the minimal amount of \$100,000.00.

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

(i) The mutual aid agreement shall provide that any party thereto may withdraw at any time upon thirty (30) days' written notice to all of the other parties. Said agreement shall also provide that other municipalities may become parties to the agreement upon acceptance and execution thereof and upon approval by the governing bodies of the said municipalities.

SECTION III.

(A) Duration

(1) The term of the agreement shall be perpetual but with rights of termination as hereinabove set forth in Section II.

SECTION IV.

(A) Purpose and Objectives

- (1) The purpose and objective of the Agreement is to establish and provide a system by which municipalities may request assistance from the fire service organizations of other member municipalities in the event of fire, emergency or disaster.

SECTION V.

(A) Manner of Financing

- (1) The Supervisors of the Municipality may, by appropriation, provide finances necessary to enable the fire service organization to carry out the functions set forth in the mutual aid agreement.

SECTION VI.

(A) Organizational Structure

- (1) The terms of the mutual aid agreement shall be administered by the governing body of the municipality and the respective volunteer fire company of the said municipality. The governing body of the municipality may join with other municipalities' party to the agreement in the formation of a conference committee or other organization to insure proper operation of the said agreement.

SECTION VII.

(A) Acquisition and Disposition of Property.

- (1) The manner in which property real and personal shall be acquired, managed or disposed of shall be provided for in the Intergovernmental Cooperation Agreement as amended from time to time by the participating municipalities.

SECTION VIII.

- (A) Repeal of Inconsistent Ordinances
- (1) All ordinances or resolutions or parts of either which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION IX.

- (A) Invalidity
- (1) The invalidity of any part of this Ordinance shall not affect the validity of any other part of this Ordinance.

SECTION X.

- (A) Effective Date
- (1) This Ordinance shall become effective five (5) days after it is enacted.

ORDAINED AND ENACTED into an Ordinance by the Board of Supervisors of the Township of Shenango, Lawrence County, Pennsylvania, on this 12th day of June, 1986.

ATTEST:

TOWNSHIP OF SHENANGO,
LAWRENCE COUNTY, PENNSYLVANIA

Jesse B. Moore
Secretary

BY *Joseph Shinsky*
Chairman

BY *Andrew Puccia*
Supervisor

BY *Earl F. Cunningham*
Supervisor