

TOWNSHIP OF OAKLAND
BUTLER COUNTY, PENNSYLVANIA

ORDINANCE NO. 2003-01

AN ORDINANCE OF THE TOWNSHIP OF OAKLAND, BUTLER COUNTY, PENNSYLVANIA, PROVIDING FOR ENTERING INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE COUNTY AND OTHER MUNICIPALITIES LOCATED WITHIN BUTLER COUNTY, PENNSYLVANIA, FOR THE PURPOSE OF ESTABLISHING ONE JOINT EMERGENCY OPERATIONS PLAN FOR THOSE PARTICIPATING MUNICIPALITIES.

WHEREAS, certain municipalities located within Butler County, Pennsylvania, desire to enter into an Intergovernmental Cooperation Agreement to adopt the Butler County Emergency Operations Plan as their mutual operations plan; and

WHEREAS, said municipalities, for the purpose of carrying the provisions of the Intergovernmental Cooperation Act into effect, deem to appropriate to enter into such agreement; and

WHEREAS, said municipalities have determined that the residents of each municipality will be best served by adopting the Butler County Emergency Operations plan as their own plan rather than having numerous, separate emergency operations plans in each of the respective municipalities.

NOW, THEREFORE, be it Ordained and enacted by the Board of Supervisors of Oakland Township, Butler County, Pennsylvania, and it is hereby Ordained and Enacted by the authority of and pursuant to the provisions of the Act of July 12, 1972, No. 180, P.I. 762, 53 P.S. 481-490, and pursuant to the authority and the provisions of the Emergency Management Services Code, 35 Pa. C.S. 7101-7707, as amended, as follows:

Section 1 - Title

This Ordinance shall be known as the Oakland Township Regional Emergency Management Agency Ordinance.

Section 2 - Parties and Purpose

The Township of Oakland hereby resolves to enter into an intergovernmental Cooperation Agreement with such Boroughs and Townships as would desire to enter into an Intergovernmental Cooperation Agreement in the future, and hereby agree that the Butler County Emergency Operations Plan will serve as the emergency operations plan for each municipality that signs the Intergovernmental Cooperation Agreement.

B. Section 3 - Conditions of Agreement.

The conditions of the Intergovernmental Cooperation Agreement to be entered into between the participating municipalities and the County are described as follows:

- A. The municipalities agree that they shall adopt and declare the Butler County Emergency Operations Plan to be the emergency operations plan of each of their municipalities for the purpose of fulfilling the requirement in Subsection 7503(1) of the Emergency Management Services Code to prepare, maintain and keep current a disaster emergency management plan for each of their municipalities.

- D. Each municipality's emergency management coordinator shall annually review the Butler County Emergency Operation Plan and recommend changes, improvements or additional information to the Plan in order to ensure that the Plan adequately addresses the public safety and welfare needs of each municipality's residents.

Section 5 - Repeal of Inconsistent Resolutions and Ordinances

All resolutions and ordinances, or parts of either, which are inconsistent herewith, are hereby repealed to the extent of such Inconsistency,

Section 6 - Invalidity

The invalidity of any part of this Ordinance shall not effect the validity of any other part of this ordinance.

Section 7 - Registration with County

A copy of this Ordinance shall be filed with the County Emergency Management Agency and shall remain in effect unless amended. Any amendments shall also be filed with the County Emergency Management Coordinator.

Section 8 - Effective Date

This Ordinance shall become effective five (5) days from enactment hereof.

ORDAINED AND ENACTED by the Township of Oakland, on this 3rd day of June, 2003

OAKLAND TOWNSHIP

By: _____
James E. Hindman, Chairman

ATTEST:

Nadine Neff, Township Secretary

BUTLER COUNTY

COUNTY WIDE MUTUAL AID AGREEMENT

THIS COUNTY WIDE MUTUAL AGREEMENT, made under the date of the day of _____, 2003, between and among those Butler County Fire Departments and municipalities which have executed copies of this Agreement and the County of Butler, all situate in the County of Butler and the Commonwealth of Pennsylvania.

WITNESSETH, AS FOLLOWS:

WHEREAS, several parties hereto have in the past extended to each other the request of the other aid and assistance for fire protection; and

WHEREAS, the Authority to provide aid and assistance for fire protection and to make appropriations therefore is contained in the following Acts of Assembly:

Third Class Cities: Act of June 23, 1931
P.L. 922, Section 2403
[53 P.S. Section 37403 (59)];

Boroughs: Act of February 1, 1966
P.L. 581, Section 1202
[53 P.S. Section 46202 (35)];

Townships of the First Class: Act of June 24, 1931
P.L. 1206 Art. XV, Section 1502, cl. LIV, added
May 27, 1949, P.L. 1955, Section 32
[53 P.S. Section 56554]; and

Townships of the Second Class: Act of May 1, 1933
P.L. 103 Art. VII, Section 702, cl. XL, added
July 10, 1947, P.L. 1481, Section 9, as amended
July 2, 1953, P.L. 354, Section 9
[53 P.S. Section 65740].

WHEREAS, one class of parties hereto maintains equipment and personnel for providing emergency services and/or the suppression of fires (hereinafter referred to as "fire departments"), within its own jurisdiction and areas; and

WHEREAS, the municipalities who are parties hereto desire to augment the fire protection and emergency response resources available in their various establishments, districts, agencies, and jurisdictions in the event of large resource responses as requested (including large fires, mass casualty incidents, etc.); and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance upon request to one another in accordance with these terms; and

WHEREAS, without intergovernmental cooperation providing aid and assistance for fire protection and some emergency services, the quality of such protection afforded to the residents of the Signatory parties would be adversely affected; and

WHEREAS, the signatory parties now desire to reduce in writing their understandings to assure intergovernmental cooperation to provide aid and assistance for fire protection and emergency services as needed and upon request;

NOW, THEREFORE, the various fire departments and municipalities, all being the signatory parties, pursuant to the aforesaid authority, and intending to be legally bound, do mutually covenant and agree as follows:

1. Each party to this Agreement agrees to provide fire fighting and emergency service assistance to each other party signing this Agreement. However, each "requested" party reserves the right to promptly refuse to render assistance, or to recall any and all rendered assistance when it is necessary in their discretion to do so. The "requested" party also reserves the right to retain their unit's operation as a group during the required response.
2. Senior officers of any fire department being a signatory to this Agreement upon their own discretion, may: (a) request services of any fire services that are signatories to this Agreement, and (b) is authorized to make said request when necessary. The senior officer on

duty at the fire department that has received the request for mutual aid assistance, shall forthwith take the following actions:

A. Determine the personnel and resources, exclusive personnel acting as fire police, that is responsive to the dispatch, unless specific requests of personnel equipment or apparatus was made;

B. Determine the exact mission that may be assigned in accordance with any operational plan in effect for the incident to which the resources are requested; and/or

C. Dispatch such resources as is deemed necessary within the discretion of the senior officer receiving said request.

3. Each party to this Agreement waives any and all claims against each other party and/or municipality who are signatories to this Agreement for compensation of any loss, damage, personal injury, or death occurring in the consequence of the performance of this Agreement. It is further agreed that if in the event any of the persons or personnel of the "responding" party are injured within the "host" party's jurisdiction, the parties agree that injured personnel shall be bound by and only entitled to Workers' Compensation benefit coverage under the Workers' Compensation carrier of the fire department and municipality to which said party or personnel is a member. It is further agreed that the "host" company in this circumstance shall have no liability or exposure and shall be indemnified, defended and held harmless under the Workers' Compensation policy of the municipality of only the "responding" party. Likewise, if in the event a "host" party's person or personnel are injured (even if said persons were under the command and control of a "responding" company), the injured person or personnel shall only have a right of action for Workers' Compensation benefits under the host organization's and "host" municipality's Workers' Compensation policy. Each jurisdiction executing this Agreement agrees to submit this Agreement to their respective municipality's Workers' Compensation carrier to place them on notice and acquire their acceptance of the

terms of this Agreement. Said carriers shall thereby issue a written document acknowledging their acceptance of the terms required by this paragraph.

4. All services requested or performed pursuant to the terms of this Agreement shall be rendered without reimbursement to any party or parties. However, the terms of reimbursement for consumable materials or related consumable items may be agreed to in writing between the parties.

5. The chief officers, line officers, and personnel of the fire department to the parties to this Agreement shall agree to provide and to make each of their respective fire departments available for reciprocal visitation, drills and familiarity practices as it relates to any parties' vehicles, practices, and personnel as it may be necessary from time-to-time.

6. The fire chiefs for each of the fire or emergency services that are a party to this agreement are authorized to meet and draft any detailed preplans or procedures of operation that may be necessary to effectively implement the terms of this Agreement. Such plans and procedures of operation shall become effective upon ratification by the signing parties to the plans and procedures created pursuant to the terms of this paragraph.

7. This Agreement shall become effective as to each fire department and political subdivision when approved and executed by each fire service and political subdivision. The Agreement shall continue in force and be binding upon each party until a written notice is delivered stating that a specific party is officially withdrawing. Any withdrawal from this Agreement shall be provided with thirty (30) days' written notice. The withdrawal of any party to this Agreement shall have no effect on the terms and conditions of this Agreement upon remaining signatories of any revising party. Together with the execution of this Agreement, a copy of the minutes for each entity shall be attached to the Agreement, together with a copy of their Articles of Incorporation. The municipalities agree to enact this Agreement by Ordinance.

8. Each *fire* department or emergency service being a signatory to this Agreement shall execute signature pages wherein the fire service and their principal municipality shall also sign.

9. This Agreement shall be binding upon the parties hereto and become effective upon execution.

10. This Agreement contains the entire understanding of the parties hereto. There are no other agreements, understandings, covenants, or conditions other than those specifically set forth herein. The original of the Agreement and all of its executed pages shall be kept on file and in the custody of the Director of the Butler County Emergency Services Center. Copies of this Agreement may be provided upon payment of the reasonable photocopying relating thereto as may be required.

11 . This Agreement is intended to supplement and not supercede or void the terms and conditions of any other mutual aid or similar agreement between or among any of the signatories to this Agreement. All signatories must disclose in writing any other mutual aid agreements that might create a conflict or impede the quality of response required by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned fire department and municipal government/entities, together with the County of Butler, have duly executed this Agreement on the date set forth above and set forth their hands and seals, intending to be legally bound hereby.

This is to certify that the Board of Supervisors of Oakland Township, at a public meeting held on the 6th day of January, 2003, did approve the participation of Oakland Township in the within Butler County – County Wide Mutual Aid Agreement.

Chairperson

Vice Chairperson

Supervisor

OAKLAND TOWNSHIP
COUNTY OF BUTLER

E.

ORDINANCE NO. 2003-01

AN ORDINANCE ADOPTING THE BUTLER COUNTY – COUNTY WIDE MUTUAL AID AGREEMENT BETWEEN CERTAIN BUTLER COUNTY FIRE DEPARTMENTS AND MUNICIPALITIES WHICH SAID AGREEMENT SETS FORTH THE PROCEDURE FOR MUTUAL AID, WORKERS' COMPENSATION CLAIMS, REIMBURSEMENT, TRAINING, PREPLANS AND PROCEDURES, WITHDRAWAL FROM THE AGREEMENT AND RATIFICATION OF THE AGREEMENT

WHEREAS, the Board of Supervisors of Oakland Township have been provided a proposed Butler County - County Wide Mutual Aid Agreement to ensure the continued availability of fire protection and emergency response throughout the various municipalities of Butler County by the various fire protection and emergency response providers; and

WHEREAS, the Board of Supervisors, after review of the Agreement, desires to enter into the Agreement, believing the Agreement to be in the best interests of the residents of Oakland Township; and

WHEREAS, pursuant to paragraph 7 of the Agreement, all municipalities which desire to enter into the Agreement, agree to do so by enacting an Ordinance.

BE IT THEREFORE ORDAINED AND ENACTED BY THE OAKLAND TOWNSHIP BOARD OF SUPERVISORS as follows:

1. Oakland Township does hereby adopt the Butler County - County Wide Mutual Aid Agreement, a copy of which is attached hereto and incorporated herein by reference thereto.
2. In the furtherance thereof, the Board of Supervisors are hereby directed to execute the Butler County - County Wide Mutual Aid Agreement on behalf of Oakland Township.

3. The effective date of this Ordinance shall be five days after adoption.

ADOPTED THIS 6th day of January, 2003

ATTEST:

Township Secretary

(Township Secretary)

By: _____
Chairman

By: _____
Vice-Chairman

By: _____
Supervisor