

RESOLUTION NO. 1042

A RESOLUTION OF THE TOWNSHIP OF HAMPTON, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT AMONG MEMBER MUNICIPALITIES OF THE NORTH HILLS COUNCIL OF GOVERNMENTS, TO INCLUDE CERTAIN SPECIFIED MUNICIPAL AUTHORITIES, FOR THE PURPOSE OF PROVIDING MUTUAL AID IN POLICE, FIRE, PUBLIC WORKS AND OTHER MUNICIPAL SERVICES AS NEEDED AND EXTENDING ACROSS MUNICIPAL BOUNDARIES

WHEREAS, the Township of Hampton (Township) has determined that it will benefit the health, safety and welfare of the residents of the Township to cooperate with other North Hills Council of Government (“NHCOC”) member-municipalities and the other specified municipalities and authorities identified herein to mutually aid and assist one another in providing police, fire, public works and all other municipal services, including but not limited to during times of public health emergencies, when a request is made for such assistance by any participating municipality or authority, on the terms and conditions agreed to upon by the parties; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act, specifically 53 Pa. C.S. § 2305, provides that any such joint cooperation agreement between two or more governmental entities may be approved by ordinance or resolution; and

WHEREAS, the following municipalities and authorities have agreed upon the terms and conditions of the attached Mutual Aid Agreement:

Aspinwall Borough, Blawnox Borough, Bradford Woods Borough, Butler Area Sewer Authority, Deer Creek Drainage Basin Authority, Etna Borough, Fox Chapel Borough, Franklin Park Borough, Girty’s Run Joint Sewer Authority, Hampton Township, Indiana Township, Marshall Township, Marshall Township Municipal Sanitary Authority, Town of McCandless, McCandless Township Sanitary Authority, Millvale Borough, O’Hara Township, Ohio Township, Ohio Township Sanitary Authority, Pine Township, Reserve Township, Richland Township, Ross Township, Shaler Township, Sharpsburg Borough, West Deer Township, West View Borough, and West View Water Authority.

NOW, THEREFORE, the Council of the Township of Hampton hereby RESOLVES as follows:

Section 1. Pursuant to the Intergovernmental Cooperation Act, No. 177 of December 19, 1996, 53 Pa. C.S.A. §§ 2301 et seq., as amended, the terms and conditions of the Mutual Aid Agreement are hereby adopted and approved. The Mutual Aid Agreement is attached as **Exhibit A** and incorporated herein by reference.

Section 2. As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- (a) The conditions of the Mutual Aid Agreement are as set forth in the Agreement, attached as **Exhibit A**;
- (b) The duration of the Mutual Aid Agreement is as set forth in **Exhibit A**;

- (c) The purposes, objectives, powers and scope of authority granted in the Mutual Aid Agreement are set forth in **Exhibit A**;
- (d) The manner and extent of financing for the Mutual Aid Agreement is through, among other things, the allocation of real estate taxes and budgetary contributions;
- (e) The organizational structure is as described in the Mutual Aid Agreement, attached as **Exhibit A**;
- (f) All property, real or personal, acquired, managed, licensed or disposed of in connection with the Mutual Aid Agreement shall be in accordance with the terms of **Exhibit A**; and
- (g) There shall be no separate entity created under the terms of the Mutual Aid Agreement.

Section 3. Any and all prior Ordinances or Resolutions of [MUNICIPALITY/AUTHORITY] or parts thereof which are in conflict with or are inconsistent with the provisions of this Resolution are hereby repealed to the extent of such conflict or inconsistency.

BE IT RESOLVED, this 27th day of January, 2021, by the Council of the Township of Hampton at its duly advertised public meeting.

ATTEST:



Secretary/Municipal Manager

TOWNSHIP OF HAMPTON



Council President

MUTUAL AID AGREEMENT

THIS AGREEMENT is made this 27th day January 2021, by and between the following municipalities and authorities: Aspinwall Borough, Blawnox Borough, Bradford Woods Borough, Butler Area Sewer Authority, Deer Creek Drainage Basin Authority, Etna Borough, Fox Chapel Borough, Franklin Park Borough, Girty's Run Joint Sewer Authority, Township of Hampton, Indiana Township, Marshall Township, Marshall Township Municipal Sanitary Authority, Town of McCandless, McCandless Township Sanitary Authority, Millvale Borough, O'Hara Township, Ohio Township, Ohio Township Sanitary Authority, Pine Township, Reserve Township, Richland Township, Ross Township, Shaler Township, Sharpsburg Borough, West Deer Township, West View Borough, and West View Water Authority.

Witnesseth:

WHEREAS, the respective municipalities and authorities are permitted under law, specifically the Intergovernmental Cooperation Act, No. 177 of December 19, 1996, 53 Pa. C.S.A. §§ 2301 et seq. ("ICA"), as amended, to enter into joint contracts for police, fire, public works and other mutual aid assistance; and

WHEREAS, it is the desire of the aforesaid municipalities and authorities to enter into an agreement for the purpose of having available for use throughout the territorial limits of the municipalities and authorities signing this joint agreement, the services of police, fire, public works and other mutual aid assistance by any of the said municipalities and authorities, under the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise as follows:

1. It is agreed among the municipalities and authorities which are parties to this Agreement to provide mutual aid and assistance in police, fire, public works and all other municipal services, and to furnish and receive from each other duly appointed police officers, fire fighters and other municipal employees and municipal volunteers when a request is made for such assistance by any other authorized official of any of

the municipalities or authorities which are parties to this Agreement. This Agreement encompasses not only those situations in which formal dispatch is given, but also responses to incidents (actual or imminent) which endanger the health, safety or welfare of the public, including during times of public health emergencies, and which require the use of special equipment, trained personnel, or personnel in larger numbers than are locally available in order to reduce, counteract or remove the danger caused by the incident, emergency or situation.

2. It is understood and agreed that compliance with the terms of this Agreement shall be voluntary and not compulsory for the municipalities and authorities furnishing aid. Consequently, when a police officer, fire fighter, public works or any other employee is requested to furnish aid to another municipality or authority under the terms of this Agreement, he/she shall refuse to do so if directed by the proper officials of his/her own municipality or authority. He/she shall not respond unless directed by the proper authorities of his/her municipality or authority.

3. No charges or expenses shall be assessable for any aid or services furnished by one municipality or authority to another municipality or authority under the terms of this Agreement. Furthermore, no party to this Agreement shall present any claim of any nature against any other party to this Agreement for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the services called for in this Agreement. Nothing in this Agreement shall preclude a party from claiming reimbursement under a federally or state-declared emergency, provided that such reimbursement is available from the federal and/or state government. Furthermore, nothing in this Agreement shall preclude a party from receiving reimbursement under appropriate insurance coverage, if determined to be available and applicable.

4. Any police officer, fire fighter, public works personnel or other employee of a municipality or authority hereto furnishing aid to any other municipality or authority under this Agreement shall, at all times, remain the employee of the municipality or authority originally hiring him/her. The municipality or authority originally hiring a police officer, fire fighter, public works personnel or other employee shall, at all times, be responsible for paying all wages of the employee and for carrying workers' compensation insurance upon him/her and paying all workers' compensation benefits, and for all other duties and responsibilities pertaining to the employment of such employee(s).

5. When any police officer, fire fighter, public works personnel or other employee responds to a request for aid or assistance in another municipality or territory of an authority as contemplated in Paragraph 1 above, the responding police officer, fire fighter or other employee shall be under the command of and take his/her orders from the duly designated police officer, fire fighter or employee in command of the unit to which the responding employee is requested to report.

6. The term of this Agreement shall be perpetual. The parties hereto agree that any party to this Agreement may withdraw at any time from the Agreement by giving written notice to the other parties to the Agreement.

7. The parties hereto agree that each party to this Agreement may approve this Agreement by authorizing it at a public meeting in accordance with applicable law, signing and forwarding an original copy to the office of the North Hills Council of Governments ("COG"). The COG office is charged with keeping all live individually signed signature pages and distributing copies of the same to each participating municipality and authority.

8. Should any of the above listed parties fail to approve this Agreement, the Agreement will remain in full force and effect by and between parties that do authorize the Agreement.

9. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its authorized officer or officers on the 27th day of January 2021.

TOWNSHIP OF HAMPTON


Council President

ATTEST:


Municipal Manager/Secretary