

RESOLUTION 97-126

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY,
A MUNICIPAL CORPORATION UNDER THE FIRST CLASS
TOWNSHIP CODE OF THE COMMONWEALTH OF
PENNSYLVANIA, LOCATED IN BEAVER COUNTY.**

THIS AGREEMENT made under the date of October 14, 1997

between the Township of Hopewell, a municipal corporation under the

First Class Township Code of the Commonwealth of Pennsylvania,

located in Beaver County, Pennsylvania,

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Emergency Services Center\County of Beaver.

WITNESSETH:

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

WHEREAS, the authority to provide aid and assistance for police and fire protection and to make appropriations therefore is contained in the following

Acts of Assembly:

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

First Class Townships: Act of June 24, 1931, P.L. 1206, Article XV,
Section 1502 (53 P.S. 56554), as amended; and

Second Class Townships: Act of May 1, 1933, P.L. 103, Article V,
Section 590 (53 P.S. 65590 B), as amended; and

WHEREAS, without intergovernmental cooperation providing aid and assistance for police and fire protection, the quality of such protection which in the past has been afforded to the residents of the signatory parties would be adversely affected; and

WHEREAS, the Act of July 12, 1972, P.L. (53 P.S. 481 et seq.) requires that agreements providing for joint cooperation be in writing and be adopted by Ordinance; and

WHEREAS, the signatory parties now desire to reduce to writing their previous understandings to assure intergovernmental cooperation to provide aid and assistance for police and fire protection upon request;

NOW THEREFORE, the governing bodies of the signatory parties, pursuant to the aforesaid authority, and INTENDING TO BE LEGALLY BOUND, do mutually covenant and agree as follows:

1. That in the event of civil disorder, riot or other emergency situation, the Police Departments of the signatory parties shall be mutually obligated to each other to provide aid and assistance for police protection.
2. That in the event of fire, explosion or other emergency situations, the Fire Departments of the signatory parties, including Volunteer Fire Companies, shall be mutually obligated to each other to provide aid and assistance for fire protection.
3. That the Police Chief of each community shall have the authority and full discretion to issue a call for aid and assistance to the other Police Department without delay and without being required to first notify the Police Chief or any other officer of the responding Police Department.
4. That the Fire Chief of each community shall have the authority and full discretion to issue a call for aid and assistance to the other Fire Department without delay and without being required to first notify the Fire Chief or any other officer of the responding Fire Department.
5. That the summoning Police Chief and/or Fire Chief shall be in charge of the situation and shall have the full authority to issue orders and delegate duties to the Chief, officers and members of the responding police and/or fire department.
6. That the Police and Fire Departments of each of the signatory parties shall conscientiously and in good faith provide aid and assistance to each other without charge or expense required to be paid by the summoning community to the responding community.

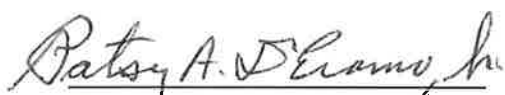
7. That the responding community shall hold harmless the summoning community for injury sustained by the Chief, officers and members of the police and fire departments of the responding community and for loss or damage occurring to the property of the police and fire departments of the responding community while providing aid and assistance to the summoning community and in going thereto and returning therefrom.

8. That no provision of this Agreement shall be construed to require the responding community to jeopardize or otherwise leave its community without adequate police and/or fire protection while providing aid and assistance to the summoning community.


9. This Agreement shall be effective immediately, following its due adoption and execution by the signatory parties hereof, this Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto, each for itself and its successors have caused the due execution of this Agreement.

ADOPTED this 14th DAY of OCTOBER, 1997.



Patsy D'Eramo, Sr.
President, Board of Commissioners



Patricia Yannessa Bates
Township Manager