

RESOLUTION NO. 14 OF 2022
NORTH FRANKLIN TOWNSHIP
WASHINGTON COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH FRANKLIN TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA, AUTHORIZING THE BOARD OF SUPERVISORS OF NORTH FRANKLIN TOWNSHIP TO ENTER INTO AN AGREEMENT WITH BUFFALO TOWNSHIP, MT. PLEASANT TOWNSHIP, SOUTH FRANKLIN TOWNSHIP, HOPEWELL TOWNSHIP, INDEPENDENCE TOWNSHIP, BLAINE TOWNSHIP AND CANTON TOWNSHIP FOR THE PURPOSES OF RENDERING ASSISTANCE DURING EMERGENCIES AND FOR OTHER PURPOSES.

WHEREAS, North Franklin Township, Hopewell Township, Mt. Pleasant Township, Independence Township, South Franklin Township, Blaine Township, Buffalo Township and Canton Township have negotiated an agreement for purposes of rendering assistance during emergencies and for other purposes pursuant to the terms and conditions of the attached agreement; and

WHEREAS, the Board of Supervisors of North Franklin Township believe it to be in the best interest of its residents to enter into the attached agreement.

NOW THEREFORE, the Board of Supervisors of North Franklin Township under and by virtue of, and pursuant to the authority granted by the Second-Class Township Code, as amended, does hereby **RESOLVE** as follows:

SECTION 1. TITLE.

This Resolution shall be known as the “North Franklin Township Intergovernmental Agreement with Buffalo Township, Mt. Pleasant Township, South Franklin Township, Blaine Township, Hopewell Township, Canton Township, and Independence Township; Resolution 14 of 2022”.

SECTION 2. LEGISLATIVE INTENT AND APPLICABILITY.

The background of this Resolution and the legislative intention of the Board of Supervisors of North Franklin Township in enacting the aforesaid are as follows:

- A. North Franklin Township, South Franklin Township, Blaine Township, Canton Township, Hopewell Township, Mt. Pleasant Township, Buffalo Township, and Independence Township are municipalities organized and existing under the Second-Class Township Code, respectively.
- B. The General Assembly of the Commonwealth of Pennsylvania has provided for intergovernmental cooperation in the performance of governmental functions and powers by the Acts of December 19, 1996, P.L. 1158, No. 177 § 2301, as amended.
- C. The Intergovernmental Cooperation Act authorizes two (2) or more local governments in the Commonwealth to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities, so long as both municipalities adopt a Resolution so providing.
- D. The Board of Supervisors has determined that it is in the best interest of North Franklin Township to enter into an Agreement with Buffalo Township, Mt. Pleasant Township, Hopewell Township, Canton Township, South Franklin Township, Blaine Township, and Independence Township for the provision of rendering assistance during emergencies and for other purposes and as set forth in the attached agreement.

SECTION 3. INTERMUNICIPAL AGREEMENT.

The covenants, terms and conditions of the Intermunicipal Agreement attached hereto as Exhibit "A" are hereby incorporated herein by reference.

SECTION 4. DURATION OF AGREEMENT.

The duration of the aforesaid agreement is set forth therein unless and until terminated by either party.

SECTION 5. PURPOSE AND OBJECTIVES OF THE AGREEMENT.

The purpose of the aforesaid agreement is to render assistance during emergencies and for other purposes as set forth therein.

SECTION 6. SEVERABILITY.

In the event that any provision, section, sentence or portion of this Resolution shall be held invalid, such invalidity shall not affect or impair any of the remaining provisions of this Resolution, as the provisions are severable and would have been enacted had not such invalid provision been included herein.

SECTION 7. REPEALER.

All Resolutions or parts of Resolutions that are inconsistent herewith are hereby repealed.

SECTION 8. EFFECTIVE DATE.

This Resolution shall take effect and be enforced from and after its approval as provided by law.

RESOLVED this 19th day of July, 2022, by the Board of Supervisors of North Franklin Township, Washington County, Pennsylvania, in lawful session duly meeting.

ATTEST:

**NORTH FRANKLIN TOWNSHIP
BOARD OF SUPERVISORS**


Jacqueline M. Kotchman
Secretary/Treasurer

(SEAL)

By: 
Robert A. Sabot, Chairman

By: 
Mike Quinn, Vice Chairman

By: 
Joshua Polan, Supervisor

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2022,

BY AND BETWEEN

BUFFALO TOWNSHIP, a municipal corporation, situated in the Township of Buffalo, Washington County, Pennsylvania, with an address of 400 Buffalo Center Lane, Washington, Pennsylvania 15301, thereby organized and existing under laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Buffalo."

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_____ **TOWNSHIP**, a municipal corporation, situated in the Township of _____, Washington County, Pennsylvania, with an address of _____, thereby organized and existing under laws of the Commonwealth of Pennsylvania, hereinafter referred to as "_____."

WHEREAS, pursuant to Section 7504 of the Emergency Management Service Code (35 Pa. C.S.A. Section 7101 et seq.) County and Local Coordinators of Management shall develop mutual aid agreements with adjacent political subdivisions for reciprocal emergency assistance, which mutual aid agreements shall be ratified by the governing bodies of the political subdivisions involved; and

WHEREAS, by mutual execution of this Agreement, Buffalo Township and _____ Township desire and intend to formalize the agreements and arrangements relative to reciprocal emergency assistance by and between said political subdivisions; and

WHEREAS, Buffalo Township and _____ Township believes it to be in the best interest of its residents to enter into this agreement.

NOW, THEREFORE, the parties hereto, with intent to be legally bound, do hereby agree, covenant and represent as follows:

SECTION 1. COOPERATION AGREEMENT.

Buffalo Township and _____ Township agree to furnish Emergency Services, as defined in Section 102 of the Emergency Management Code, to each other upon request, upon a non-reimbursable basis. Neither the Township Board of Supervisors, its agents, representatives, responding emergency personnel and/or their heirs, representatives, administrators or agents shall present any claim of any nature against the other for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the services called for in this Agreement.

SECTION 2. EMERGENCY CIRCUMSTANCES.

This Agreement shall apply to the following circumstances and/or situations:

- A. The dispatch of emergency service equipment and/or personnel by either one (1) or both Townships in response to the occurrence or the threat of a man-made, natural or war-caused disaster;
- B. The destruction of materials, supplies, equipment and other forms of aid used by the Townships;
- C. The staffing and equipping of an emergency operations center responsible for coordinating the emergency response activities of either one (1) or Township Board of Supervisors affected by an actual or imminent disaster emergency;

- D. The dispatch of emergency service equipment, material and/or personnel in response to a Declaration of Local Disaster Emergency declared by either one (1) or both of the Townships;
- E. Response to incidents (actual or imminent) which endanger the health, safety or welfare of the public or 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;
- F. Participation in exercises, drills or other training activities designed to train personnel to prepare for, cope with or prevent the occurrences of any disaster emergency.

SECTION 3. DISPATCHING TERMS AND CONDITIONS.

Any dispatch by either or both Township Board of Supervisors of emergency service equipment and/or personnel pursuant to this Agreement shall be subject to the following terms and conditions:

- A. Any request for aid hereunder shall state the amount and type of equipment and/or personnel requested, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding Township.
- B. The responding organization shall report to the office in charge of the requesting organization or his/her designee at the location to which the equipment and/or personnel are dispatched, but shall be subject to the orders and operation control of the responding Township's officer on scene.

- C. The responding Township shall be released by the requesting Township when the services of the responding organization are no longer required or when the responding organization is needed within its normal emergency services area.
- D. Plans for the orderly evacuation and receipt of evacuees of one (1) Township, resulting from a disaster/emergency situation, shall be developed by representatives of the aforesaid and their local emergency management service organization. Such plans shall include the manner of transporting evacuees, the number of evacuees to be received at different location, the manner in which food, clothing, housing and medical care will be provided, the registration of the evacuees and all other relevant factors.

SECTION 4. COSTS.

Each Township shall be responsible for its own costs for labor/materials related to any activities conducted pursuant to this Agreement. Each Township shall take reasonable efforts to resolve any matters as set forth in Paragraph 1 and Paragraph 2 herein.

SECTION 5: TERMS.

The term of this agreement shall commence upon the adoption of this agreement and Resolution by all the respective Townships and shall continue thereafter on a year to year basis unless terminated by the action of the respective Township Board of Supervisors.

SECTION 6: VENUE.

Venue for any litigation involving this Agreement shall lie in Washington County Court of Common Pleas.

SECTION 7: ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations, and discussions of the parties, whether oral or written, and there are no representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No amendment, modification, waiver, or termination of this Agreement shall be binding unless executed in writing and signed by the party to be bound thereby.

SECTION 8: SEVERABILITY.

If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction such provision shall be modified so that it shall be enforceable to the greatest extent possible.

SECTION 9. EFFECTIVE DATE.

This Agreement shall be effective five (5) days after enactment by both Buffalo Township and _____ Township. This Agreement shall continue in force and remain binding on each political subdivision until the governing body of a political subdivision takes action to withdraw therefrom. Such action shall not be effective until thirty (30) days after notice of the withdraw has been sent by the either part desiring to withdraw from the other party that is a part to this Agreement.

This Agreement is made under and by virtue of a Resolution of Buffalo Township, Washington County, Pennsylvania and Resolution of _____ Township, Washington County and dated _____, 2022, and _____, 2022, respectively.

IN WITNESS WHEREOF, the parties hereto have caused their corporate and official seals to be affixed to this Agreement the day and year first above written.

ATTEST:

**BUFFALO TOWNSHIP
BOARD OF SUPERVISORS**

Michalle Markley, Secretary/Treasurer

By: _____
James W. Arbore, Jr., Chairman

By: _____
Jim Mounts, Vice-Chairman

By: _____
Randall Mounts

ATTEST:

**TOWNSHIP
BOARD OF SUPERVISORS**

_____ By: _____

By: _____

By: _____

