

INDIAN LAKE BOROUGH
ORDINANCE NO. 162

AN ORDINANCE ADOPTING THE MUTUAL AID AGREEMENT BETWEEN ALL
MUNICIPALITIES WITH POLICE DEPARTMENTS TO PROVIDE VOLUNTARY
AID IN THE EVENT OF AN EMERGENCY OR CALL OF ASSISTANCE

I. Background

A. The Borough of Indian Lake ("Borough") desires to provide and receive adequate police protection and law enforcement for the citizens of the Borough and Somerset County and has determined it is advisable to enter a Mutual Aid Agreement with all police departments in Somerset County to insure such services.

B. Pursuant to 42 Pa. C.S.A. Section 8953, each municipality of this Commonwealth is empowered to maintain current or enter into new cooperative police service agreements with another municipality or municipalities for purposes including, but not limited to, describing conditions of mutual aid, assigning liability and determining appropriate costs of these cooperative efforts.

C. The parties desire to enter into an agreement for such mutual services and aid.

II. Now, therefore, be it ordained by this municipality, and it is hereby ordained as follows:

A. The background set forth above is incorporated by referenced.

B. The above-mentioned Mutual Aid Agreement ("Agreement"), as presented for action to this municipality, is hereby adopted, and this municipality shall be bound by same.

III. The conditions, duration, purposes, scope of authority, of the agreement are:

A. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.

B. All municipal boundaries of the parties to this agreement shall remain in force unless changed by operation of the law.

C. Each party agrees that in the event of an emergency or upon a call for assistance, each other party to this Agreement will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide basic law enforcement services to its own jurisdiction. Assistance will be rendered only in accordance with the law enforcement agency's own policies and procedures.

D. The responding agency's assistance may be withdrawn when circumstances require redeployment of assets to the responding agency's own jurisdiction. Vacancies left in a responding

agency's home jurisdiction can be covered by adjoining jurisdictions without the need for recalling responding personnel and equipment from the incident scene.

E. To invoke assistance under the provisions of this Agreement, the designated official from the requesting party shall be required to contact the designated official of the responding party by telephone, in writing, or e-mail. The responding party may request such information from the requesting party as necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

F. The requesting agency shall have command authority during an emergency or call for assistance situation. All personnel from responding agencies shall report to and work under the direction of the designated incident commander. Personnel from either the requesting or the assisting agency may receive supervision from any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Each responding agency retains control over its own personnel under the overall command of the incident commander.

G. Personnel responding to a call for assistance outside their appointed jurisdiction shall have those law enforcement powers provided for by state law.

H. In any emergency situation where the Agreement has been invoked, radio communications should be established between all of the parties where possible, through the use of local public mutual aid radio system or other shared communication system

I. Any personnel of any responding agency furnishing aid to a requesting agency shall, at all times, remain the employee and personnel of the responding agency. The responding agency, at all times, is responsible for paying all wages of such personnel; for carrying workmen's compensation upon him and for all other duties and responsibilities pertaining to the employment of such personnel.

J. The parties shall agree to meet on a regular basis to review all interagency assistance plans and provisions of this Agreement.

K. This Agreement shall become effective as to each party's public entity when approved and executed by that public entity. The Agreement shall remain in effect as between each and every party until this Agreement is terminated by the party in writing. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement as between the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon 60 days' written notice addressed to the designated public official of each of the other signatory public entities that are parties to the Agreement.

L. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

M. This Agreement is binding on all parties and its jurisdictions and all future agency chiefs within those jurisdictions, unless and until the agency withdrawal provisions of the Agreement have been complied with.

IV. The execution of any portion of the Mutual Aid Agreement by any Supervisor of the Borough is hereby ratified and confirmed, and Supervisors of the Borough, as appropriate, are authorized to execute such agreements, resolutions, authorizations or other documents and take such actions and make such advertisements as may be necessary to adopt, ratify and affirm all or any portion of the Mutual Aid Agreement or to implement any of its provisions, and the signatures of such Borough officials shall conclusively establish that the documents they sign are the documents referred to in or authorized by this Ordinance.

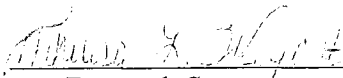
V. The Mutual Aid Agreement document as referred to herein shall be available for review by citizens of the Borough prior to action being taken on this Ordinance.

VI. All Ordinances or parts of Ordinances and/or Resolutions or parts of Resolutions inconsistent herewith are hereby repealed.

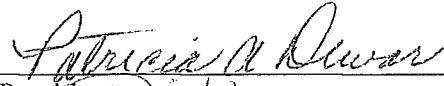

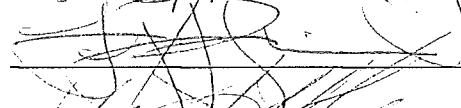
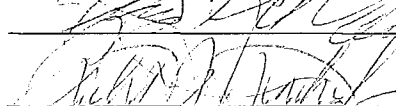
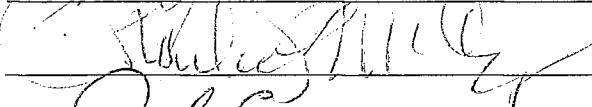
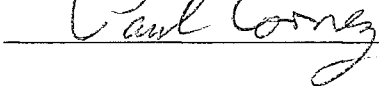
DULY ORDAINED AND ENACTED by this municipality this 14th day of November, 2012.

BOROUGH COUNCIL OF INDIAN LAKE
BOROUGH, SOMERSET COUNTY,
PENNSYLVANIA


Attest:


Borough Secretary

(Seal)


President






APPROVED this 14th day of November, 2012


Mayor