

MIDDLESEX TOWNSHIP
CUMBERLAND COUNTY, PENNSYLVANIA

ORDINANCE NO. 9-98

AN ORDINANCE OF THE TOWNSHIP OF MIDDLESEX, CUMBERLAND COUNTY, PENNSYLVANIA, ADOPTING AN AGREEMENT WITH THE COUNTY OF CUMBERLAND, THE OFFICE OF THE DISTRICT ATTORNEY, OFFICE OF THE SHERIFF AND OTHER AREA MUNICIPALITIES FOR MUTUAL AID AND FOR COOPERATIVE LAW ENFORCEMENT EFFORTS.

PREAMBLE

The Board of Township Supervisors for the Township of Middlesex, Cumberland County, Pennsylvania hereinafter "Municipality" acting in accordance with the General Local Government Code (specifically 53 Pa.C.S.A. § 2301, et seq.) hereby enacts this Ordinance adopting an Agreement with the County of Cumberland, the Office of the District Attorney, Office of the Sheriff and other area municipalities to provide mutual aid and cooperative law enforcement efforts and thereby furthering the safety and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Municipality as follows:

SECTION 1: The Municipality is hereby authorized to enter into a certain Mutual Aid Agreement which is attached hereto and marked "Exhibit A". The Municipality thereby evidences its intent to participate with the County of Cumberland, the Office of the District Attorney, Office of the Sheriff and other area municipalities in intermunicipal police activities designed to provide mutual aid and cooperative law enforcement efforts.

SECTION 2: The term of the Agreement shall commence upon execution of the Agreement and may be terminated at any time upon thirty (30) days prior written notice by the Municipality.

SECTION 3: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 4: This Ordinance shall be effective in accordance with applicable law.

MUTUAL AID AGREEMENT EXECUTION PAGE

ATTEST:

TOWNSHIP OF MIDDLESEX

Maya Smith
Secretary

Robert M. Eppley
Chairman

Ch. C. Smeight

Corporate Seal

[Signature]

Date: Sept 2, 1998

607205

MUTUAL AID AGREEMENT

THIS AGREEMENT is made this 2 day of September, 1998, by and among the undersigned townships, municipalities, boroughs, and commissions (hereinafter referred to individually as "Municipality" and jointly as "Municipalities") namely:

County of Cumberland; Office of the District Attorney; Office of the Sheriff; Borough of Camp Hill; Borough of Carlisle; Township of East Pennsboro; Township of Hampden; Borough of Lemoyne; Township of Lower Allen; Borough of Mechanicsburg; Mid-Cumberland Valley Regional Police Commission; Township of Middlesex; Borough of Mt. Holly Springs; Borough of New Cumberland; Borough of Newville; Township of North Middleton; Borough of Shippensburg; Township of Shippensburg; Borough of Shiremanstown; Township of Silver Spring; Township of Upper Allen; West Shore Regional Police Commission; and Borough of Wormleysburg, all of Cumberland County, Pennsylvania; Township of Carroll; and Township of Fairview, all of York County, Pennsylvania; and Borough of Marysville, Perry County, Pennsylvania.

WHEREAS, the Municipalities have determined it is to their mutual interest and benefit to furnish to, and receive from, one another aid and assistance in police operations and to conduct county-wide cooperative law enforcement efforts, including, but not limited to, a county-wide drug task force, a county-wide forensic evidence collection team, a county-wide central processing operation, and a county-wide special response team, in order to coordinate investigation, enforcement, and prosecution activities in and about Cumberland County; and,

WHEREAS, coordination and cooperation among police departments should enhance the region's ability to stem illegal activity, encourage greater uniformity and continuity in the enforcement of the law, and promote the cost-efficient use of available resources for the improvement of police protection services; and,

WHEREAS, the aforementioned Municipalities have determined that the provision of mutual police aid across jurisdictional lines will increase their ability to enforce the provisions of the law and will preserve the safety and welfare of the entire area; and,

WHEREAS, the Municipalities desire to enter into an agreement for the purpose of having throughout the territorial limits of all municipalities signing this mutual and joint agreement, the services of the police, both full-time and part-time, employed by any and all of the Municipalities, under conditions set forth in compliance with the Municipal Police Jurisdiction Act, 42 Pa. C.S.A. § 8953; and,

WHEREAS, cooperation among Municipalities in the exercise and performance of their governmental powers, duties, and functions is authorized by the various acts of the General Assembly to wit: 53 Pa. C.S.A. § 2303 if ratified by mutual ordinance pursuant to 53 Pa. C.S.A. §2305.

NOW, THEREFORE, the Municipalities, intending to be legally bound, hereby agree as follows:

TERM

- 1. The term of this Agreement shall commence upon execution by the Municipality.

MUNICIPAL AGREEMENTS

Mutual aid

- 2. The Municipalities do agree and hereby authorize their police to request, and furnish upon request, aid, assistance and temporary police protection, to each or any other Municipality, which are parties hereto, subject to the terms and provisions of this Agreement.
- 3. Upon request, each Municipality authorizes its police to answer calls and provide aid, assistance and temporary police protection and services within the jurisdictional boundaries of a requesting Municipality. Any aid, assistance and/or temporary police protection provided shall be furnished in accordance with the furnishing Municipality's policies and procedures, consistent with the nature of the request and consistent with paragraph five of this Agreement.
- 4. The primary duty of each Municipality is to provide police protection and services within its own jurisdictional boundaries, and compliance with a request for police aid or assistance is voluntary and not compulsory. The extent of any aid or assistance shall be determined solely by the Municipality furnishing it, and any furnished aid or assistance may be recalled at any time by the furnishing Municipality. No Municipality shall have any liability to

another Municipality for failure to supply aid or assistance at the request of another Municipality, or for recalling furnished assistance.

5. In the event of a conflict of policies and directives between or among the Municipalities, the most restrictive policy will control.

Countywide cooperative law enforcement efforts

6. When desirable and foreseeable, the Municipalities may cooperate in carrying out the work of countywide cooperative law enforcement efforts and agree to assist one another in performing their individual duties as set forth in this Agreement and in any countywide cooperative law enforcement effort's policies and procedures.

7. The Municipalities may authorize their police and employees to furnish aid, assistance and temporary and full-time police protection and services upon request, to countywide cooperative law enforcement efforts subject to the terms and provisions of this Agreement.

8. It is mutually understood and agreed that the primary duty of each Municipality is to provide police protection and services within its own area, and compliance with a request for police aid or assistance is voluntary and not compulsory. The extent of aid or assistance to countywide cooperative law enforcement efforts shall be determined solely by the Municipality furnishing it, and aid or assistance furnished may be recalled at any time at the discretion of the furnishing Municipality. No Municipality shall have any liability to any countywide cooperative effort for failure to supply aid or assistance at the request of such countywide cooperative law enforcement effort or for recalling furnished assistance.

LIABILITY

9. Each Municipality shall be responsible for the actions of its own police and employees under this Agreement.

10. Any police officer or employee of a Municipality shall remain a police officer and/or employee of his or her primary employing Municipality for the purposes of any actions taken by said officers and employees under this Agreement.

11. Each Municipality acknowledges that its officers and employees who participate in cooperative efforts under this Agreement are acting at all times for the benefit of their home Municipality and are subject to the direction and control of their home Municipality whether or not that direction and control is actually exercised.

12. Each Municipality will carry its own liability insurance covering itself and its own police and employees. Each Municipality will provide proof of insurance to each of the other Municipalities on at least an annual basis or more often if coverage circumstances change. The County will provide liability coverage for itself and may, at its discretion, purchase additional insurance covering countywide cooperative law enforcement efforts. The County will not provide liability coverage for the individual Municipalities concerning allegations of wrongful conduct on the part of the Municipalities themselves.

13. The "Hold Harmless" provisions of the Municipal Police Jurisdiction Act will continue to apply to the participating members of the countywide drug task force, as long as the District Attorney is authorized to confer such protection.

COMPENSATION

14. No Municipality will be required to pay any charge or compensation to any other Municipality for any services rendered hereunder. Each Municipality remains liable for the salaries and benefits of its police and employees in the same manner as if the police and employees were assigned to duty in their home Municipality.

WORKERS' COMPENSATION

15. Each Municipality shall at all times provide, and hereby warrants to all of the other Municipalities that it has in full force and effect, workers' compensation coverage for its own police and employees. Each Municipality shall provide to each of the other Municipalities proof of such workers' compensation coverage in the form of a certificate of insurance or proof of self-insured status on at least an annual basis or a shorter period if the terms and conditions of the individual Municipality's coverage have changed.

Each Municipality furnishing assistance under this Agreement shall remain responsible for any workers' compensation claims made by its own police and employees while said police and employees are participating in activities pursuant to this Agreement. The Municipalities

specifically agree that their own police and employees, even while operating or performing duties in an official capacity outside of their home Municipality, will remain subject to the direction and control of their home Municipality for purposes of workers' compensation coverage.

The term "responsibility" for purposes of workers' compensation insurance coverage shall include defense, administration and payment of claims and all other responsibilities imposed upon employers under the terms of the Pennsylvania Workers' Compensation Act, as amended.

The Municipalities understand and acknowledge that even though their own police and employees may be involved in mutual aid activities outside of their primary jurisdiction and their home Municipality, this Agreement is mutually beneficial to all the Municipalities and that the police and employees of the individual Municipalities are at all times acting for the benefit of their home Municipality.

16. The "Hold Harmless" provisions of the Municipal Police Jurisdiction Act will continue to apply to the participating members of the countywide drug task force, as long as the District Attorney is authorized to confer such protection.

TERMINATION

17. Any Municipality may terminate its participation in this Agreement by giving 30 days prior written notice to the other Municipalities; the Agreement shall continue to exist among the remaining Municipalities.

18. Cumberland County reserves the right to terminate the operation of any countywide cooperative effort if, in the discretion of the District Attorney, it is determined to be in the best interest of the County to do so.

AMENDMENTS

19. Any changes or modifications of the terms of this Agreement shall not be valid or binding unless made in writing, agreed to by all the Municipalities, and signed by all the Municipalities.

ASSIGNMENT

20. No part of this Agreement or any duty hereunder shall be assignable.

SEVERABILITY

21. If any provision(s) of this Agreement has been rendered invalid due to operation of law, due to actions of any of the Municipalities, or for any other reason, the remaining provisions of the Agreement shall remain valid and enforceable.

GOVERNING LAW

22. This Agreement shall be construed in accordance with Pennsylvania law.

IN WITNESS WHEREFORE, the above-listed Municipalities have executed this Agreement as of the date indicated on their execution page.

ATTEST:

CUMBERLAND COUNTY

John S. Ward, Chief Clerk

Nancy A. Besch, Chairman

Earl R. Keller, Vice-Chairman

Marcia L. Myers, Secretary

WITNESS:

DISTRICT ATTORNEY

Chief County Detective

M. L. Ebert, Jr.

WITNESS:

SHERIFF

Chief Deputy Sheriff

R. Thomas Kline

607205

ENACTED AND ORDAINED this 2 day of September, 1998.

ATTEST:

TOWNSHIP OF MIDDLESEX

May S. Gust
Secretary

By Robert M. Easley
Chairman, Board of
Township Supervisors