

INTERMUNICIPAL MUTUAL AID POLICE COOPERATION AGREEMENT

Parties to this Agreement:

The Parties to this Agreement are Bellefonte Borough, the home rule communities of State College Borough and Ferguson Township, the Second Class Townships of Patton and Spring, and the state-related institution of higher learning, The Pennsylvania State University (hereinafter, PSU). To the extent that any of these municipalities, or PSU, provides by contract police services to another incorporated municipality the geographic territory covered by this Mutual Aid Agreement includes the territory of those municipalities. At the time of the execution of this Agreement, the Borough of State College provided such police services to the Second Class townships of College and Harris, neither of which has its own police department. During the life of this Agreement each entity which is a Party to this Agreement will take care to inform the other Parties to this Agreement whenever, by contract, it becomes the exclusive provider of police services to a non-party municipality. Similarly, when such a contractual agreement to provide, exclusively, police services to a non-party municipality is terminated the entity which provided those services will immediately inform the other Parties to this Agreement of that fact and the geographic territory no longer patrolled by the Party to this Agreement will cease to be subject to the requirements of this Mutual Aid Agreement.

Authority/Legal Basis for this Agreement:

Each of the Parties to this Agreement has authority, pursuant to Pennsylvania statutory law, to enter into agreements. As to some of the Parties to this Agreement, that authority to enter into contracts has been reiterated in charters, including but not limited to home rule charters, and articles of incorporation. Additional legal authority for this Agreement can be found in the Pennsylvania Intergovernmental Cooperation Act (53 Pa. C.S.A. § 2301-2315); the Municipal

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Police Jurisdiction Act (42 Pa. C.S.A. § 8953); the Political Subdivision Tort Claims Act (42 Pa. C.S.A. § 8501 et seq.) and Act 93 of 2008 -Intrastate Mutual Aid Act (35 Pa. C.S.A § 7331 et seq.).

RECITALS

WHEREAS, the Parties agree that the purpose of this Agreement is to address incidents/events not covered by other state laws; AND

WHEREAS, the Parties to this Agreement recognize that they are tasked with the responsibility to deal with a transient criminal element which recognizes no municipal boundary lines and which operates across the boundary lines of the municipalities which are served by the Police Departments of the Parties to this Agreement, and across and within the campus and properties of PSU; AND

WHEREAS, the Parties recognize that the Commonwealth of Pennsylvania has provided for the ability of police departments and police officers to function outside of their base municipalities or institutions; AND

WHEREAS, the Commonwealth of Pennsylvania has provided for the possibility of, and encouraged, municipalities and police departments to enter into Mutual Aid Agreements; AND

WHEREAS, the Parties to this Agreement have a history of providing to each other law enforcement services through Mutual Aid Agreements; AND

WHEREAS, the police officers employed by the Parties provide a myriad of emergency services, in addition to services directly related to criminal justice matters, including but not limited to, responding to public health and safety threats caused by natural disasters, environmental accidents, adverse weather conditions, traffic events/crashes, interruptions to the efficient flow of electricity through the electrical energy grid, or related to large scale gatherings

of citizens (such as, but not limited to, PSU home football games, Arts Fest and Cruises), any event which overtaxes the resources of local hospitals, clinics and other institutions providing health related services; and/or any other factor which requires the mobilization of a major and/or specialized police effort; AND

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in response to events and circumstances where achievement of these goals is best accomplished through cooperation of member police departments or of the officers of those departments (as by applying increased police presence or by applying the full scope of the police resources available to the Parties hereto in combination); AND

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, ensure that adequate staffing and equipment is available, and ensure that mutual aid is accomplished in the minimum time possible; AND

WHEREAS, the Parties believe that the vulnerability of their community members and visitors to harm, loss of life, and loss of property can, in certain circumstances, best be accomplished through an agreement to provide mutual aid; AND

WHEREAS, the governing bodies of the Parties wish to enter into a formal agreement for the purpose of enabling, authorizing and permitting officers from one of the jurisdictions to come to the aid of officers from another of the jurisdictions upon request and for the purpose of authorizing, the Chiefs, or their designees, of the Party Police Departments to mutually respond to events requiring the application of police services, using mutual aid concepts, in the provision of those services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Section I - Definitions:

1. Board of Chiefs – a board consisting of the Chief of Police from Bellefonte Police Department, Ferguson Township Police Department, Patton Township Police Department, Pennsylvania State University Police Department, Spring Township Police Department, and State College Police Department
2. “Disaster” –A natural or human-caused event that has a large-scale adverse effect on individuals, the environment, the economy and/or property.
3. “Disaster Threat” – A potential disaster that has a substantial likelihood of occurrence and that is likely to exceed local capacities if it occurs.
4. “Event” – an occurrence or incident.
5. “Incident” - Any event or condition which constitutes an actual or imminent threat to public health and safety, public or private property or the economic well-being of the community.
6. “Pre-planned Event” – A event which is known in advance of its occurrence which the parties have sufficient advance time to plan for necessary police resources.
7. “Requesting Party” – The Party to this Agreement requesting aid for a disaster, disaster event, event, incident, or pre-planned event.

8. “Responding Party” – The Party to this Agreement providing equipment, services and/or personnel to the Requesting Party.

Section II- Insurance:

Each party to this Agreement agrees to maintain the following minimal levels of insurance coverages or qualify as a self-insurer through the Commonwealth of Pennsylvania:

- A. Law enforcement professional liability insurance with a minimum combined single limit of \$1,000,000 each occurrence and aggregate.
- B. Business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident, including coverage for bodily injury and property damage claims arising out of the maintenance, use or operation of any auto.
- C. Workers compensation insurance with statutory benefits and employers liability insurance with minimum limits of \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.

Section III – Response to Incidents

- 1. The Parties agree to use their best efforts to ensure the public safety and protect the citizens within the confines of the geographical jurisdictions served by the respective Parties.
- 2. No separate legal entity will be, or is, created by this Agreement.
- 3. The power to make a request or to provide assistance under this Agreement for incidents shall reside in an officer in charge at the time the assistance is needed.
- 4. This Agreement also authorizes actively patrolling officers of party departments and their supervisors, to request directly or through dispatch, mutual aid for incidents based upon a reasonable belief that such aid will enhance the public’s and/or officer safety and efficiency.

5. It is expressly understood and agreed by the Parties hereto that the rendering of assistance under the terms of the Agreement shall not be mandatory, but that the Party receiving the request may in its discretion refuse to assist consistent with its primary responsibility to provide police services within its own jurisdiction. It is the understanding of the Parties that the responding police departments may furnish the requested assistance unless actively engaged in handling an incident or incidents in their own jurisdiction such that it has become impractical/impossible to provide the aid requested.

6. When responding to a request the responding police department shall do so in a timely and reasonable fashion. In situations where the responding police department(s), is/are unable to furnish the requested assistance they will notify the requesting police department, as soon as practical, that assistance will not be rendered.

7. Aspects of this Agreement are designed to deal with emergency incidents as well as pre-planned events. However, the Parties, and this Agreement, recognize that on a day-to-day basis the most common form of mutual aid requested and supplied shall not relate to emergencies or pre-planned events but are more standard requests for assistance from the Parties. Typically, they involve matters of "hot pursuit," a single and/or continuing incident implicating criminal law matters, safety matters, tactical responses by the Tactical Response Team and joint enforcement details including but not limited to Cops in Shops, DUI Sobriety Checkpoints, Centre County Drug Task Force investigations, and Alcohol Source Investigations. For unplanned or unanticipated need for mutual aid assistance the request for aid may come from handheld communication devices, communicating through radio equipment maintained in police vehicles, or requesting aid through either the Centre County Emergency Communications Center or the PSU dispatch center. In such cases, and under this Agreement, patrolling officers and

their field supervisors are authorized to respond positively to mutual aid requests from officers and supervisors employed in Party Police Departments other than their own.

8. The Parties agree that mutual aid may also be requested for pre-planned events. Requests shall be made by the Chief or their designee of the Requesting Party to the Chief or their designee of the Receiving Party. When mutual aid is provided there shall be a Requesting and Responding Party(ies). As to each officer involved in the incident for which mutual aid is provided that officer's employer shall retain responsibility for all compensation, benefits and other terms and conditions of employment in the same manner as would be the case if mutual aid were not involved.

9. Whenever Responding Party's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same basic powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographic boundaries of their employer. The responding employee shall adhere to his/her own departmental policies, procedures, protocols, and practices. However, responding employee shall otherwise be under the operational control of the chain of command of the Requesting Party.

10. Each Party shall be responsible for paying any claims or the costs of the defense of claims, or any judgments entered on claims which arise from any act, omission or neglect of its police officer(s). No Party shall be responsible for paying any claims or the costs of the defense of claims, or any judgments entered on claims which may arise from any act, omission or neglect of a police officer of another Party. However, when a police officer(s) responds to a request for mutual aid and their employing Party is named as defendant and/or co-defendant in an action for damages or injury where the damages or injury result solely from the

acts or omissions of the police officers, employees and agents of the requesting Party, the requesting Party agrees to indemnify and to hold harmless the police officers, employees and agents of the responding Party, and also the responding Party.

Section IV – Traffic Stops

1. The Parties to this agreement request and authorize any police officer employed by any of the other Parties to this agreement, to conduct a traffic stop of any traffic violator observed while the observing officer is on duty and official business while traversing the jurisdiction of the other Party, and hereby authorize enforcement action as the officer would take if the stop were to occur in the officer's primary jurisdiction.
2. The Parties also agree that:
 - a. the police officer conducting the stop will notify the primary jurisdiction as soon as practical whenever the traffic stop is conducted, and that all stops made pursuant to this request will result in written notification and/or documentation accessible to the agency responsible for primary police services of the jurisdiction of the traffic stop.

Section V - Training and Equipment

1. For improved efficiency and effectiveness the Parties agree to jointly train. Each Party agrees to permit its police officers to participate in joint training.
2. The Parties agree that when necessary, equipment may be used by the other Parties to the Agreement, and that absent gross negligence or intentional act to damage, any damage incurred by such use will be the responsibility of the owning agency.

Section VI - Miscellaneous:

1. In regard to arrests, and/or the obtaining or executing of arrest warrants, search warrants and/or other legal processes, the police officers of the Responding Party shall have the right to rely upon the presumption that the Requesting Party has met all legal requirements and is not in violation of any civil or constitutional right of a person or citizen. Each Party understands that speed is usually of the essence in response by police officers to a particular incident, and that a responding officer will not, and should not take the time to confirm all of the facts underlying the request for mutual aid prior to his rendering such support or assistance.

2. Each entity agrees and consents that police officers employed by the Parties to this Agreement may enter the jurisdiction of the other Parties for the purpose of conducting official duties which arise from official matters within their primary jurisdiction, including but not limited to conducting investigations. The entering party shall advise the officer in charge of the entered jurisdiction of the entry no later than the actual entry unless exigent circumstances exist, in which case the notification of entry shall be made as soon thereafter as practical.

3. Unless otherwise agreed to by the Parties reimbursement for services and responses shall not be required.

4. Additional Parties may become parties to this Agreement with the approval of all of the present Parties to the Agreement by resolution of the then Party participants. The additional party would be required to adopt the appropriate ordinances in order to become a party to this Agreement.

5. The duration of this Agreement shall be one-year; the Agreement shall automatically be renewed on a year-to-year basis. Any of the Parties may terminate their

participation in this Agreement by providing at least ninety (90) days written notice of said intent to terminate participation in the Agreement to all other Parties to the Agreement. The withdrawal by a Party from this Agreement shall not operate to terminate this Agreement; and this Agreement shall remain in full force and effect with respect to the remaining Parties.

6. The entire Agreement of the Parties is contained herein, and this Agreement supersedes all previous mutual aid agreements presently in effect between the Parties. No subsequent amendments or changes to this Agreement shall be binding unless made in writing, signed by an appropriate representative of each of the Parties, following approval of those amendments or changes utilizing the same approval mechanism which created the authorization of this original Agreement.

7. Each of the municipal Parties to this Agreement have adopted the Agreement by Ordinance, and true and correct copy of said Ordinances, together with a Certificate of each Municipality's Secretary certifying that the copy is true and that the Ordinance is in full force and effect, is attached and made part of this Agreement. PSU has adopted this Agreement utilizing its standard method of entering into agreements.

IN WITNESS WHEREOF, intending to be legally bound by the provisions of this Agreement, each of the Parties has executed this Agreement as of the date of

October 22 2009.

ATTEST:

Ralph W. Stewart

ATTEST:

Sharon K. Egler

BOROUGH OF BELLEFONTE

Frank E. Halderman

Frank E. Halderman, President of Council

BOROUGH OF STATE COLLEGE

Elizabeth A. Goreham

Elizabeth A. Goreham, President of Council

ATTEST:

Mark A. Henkle

TOWNSHIP OF FERGUSON

Richard J. Mascolo
Richard J. Mascolo, Chairman Board
of Supervisors

ATTEST:

Kimberly Fragola

TOWNSHIP OF PATTON

Elliot Abrams ☺
Elliot Abrams, Chairman Board
of Supervisors

ATTEST:

Wm. Royer, Jr.

TOWNSHIP OF SPRING

Frank W. Royer, Jr.
Frank W. Royer, Jr. Chairman Board
of Supervisors

ATTEST:

Paula Plummer

THE PENNSYLVANIA
STATE UNIVERSITY

Albert G. Horvath
Albert G. Horvath, Senior Vice President for
Finance and Business/Treasurer