

**BOROUGH OF CRAFTON  
RESOLUTION NO. 2021-014**

**A Resolution of the Borough of Crafton, Allegheny County, Pennsylvania, approving an intergovernmental cooperation agreement among member municipalities of the Char-West Council of Governments and specified municipalities and educational institutions to provide for Mutual Police Aid as needed across municipal boundaries.**

WHEREAS, each of the Parties has the authority, pursuant to Pennsylvania statutory law to enter into a joint contract for Mutual Police Aid and assistance. Specifically, legal authority for this Agreement can be found in the Pennsylvania Intergovernmental Cooperation Act (53 Pa. C.S.A. § 2301-2315); the Municipal Jurisdiction Act (42 Pa. C.S.A. § 8953) the Political Subdivision Tort Claims Act (42 Pa. C.S.A. § 8501 et seq. and Act 98 of 2008 – Interstate Mutual Aid Act (35 Pa. C.S.A § 7331 et seq.); and

WHEREAS, the provision of Mutual Police Aid extending across municipal/jurisdictional boundaries promotes the health, safety and welfare of the citizens of the Parties; and

WHEREAS, the Parties have determined that the provision of mutual police aid extending across municipal/jurisdictional boundaries promotes the health, safety and welfare of the citizens of Parties; and

WHEREAS, it is the desire of the Parties to enter into an Agreement for the purpose of having available for use throughout the territorial limits of their respective Municipalities and Police Departments of the Educational Institutions, the services of police officers employed by the signatory Parties under the conditions hereinafter set forth; and

WHEREAS, most of the Parties that are signatories to this Agreement were signatories to a previous Agreement for the provision of Mutual Police Aid, which was substantially the same as, and in the form of, this Agreement, but now find it necessary to enter into a new Agreement due to the need to add and/or remove several Parties as signatories as a result of changes in membership of the CHAR-WEST COUNCIL OF GOVERNMENTS (“CHAR-WESTCOG”) and other requests to join the Agreement.

**NOW THEREFORE BE IT RESOLVED**, the Council of the Borough of Crafton hereby resolves as follows:

Section 1. Pursuant to the Intergovernmental Cooperation Act, No. 177 of December 19, 1996, 53 Pa. C.S.A. § 2301 et seq., as amended, the terms and conditions of the Mutual Aid Agreement are hereby adopted and approved. The Mutual Aid Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- (a) The conditions and terms of the Mutual Aid Agreement are as set forth in the Agreement, attached as Exhibit A;
- (b) The duration of the Mutual Aid Agreement is as set forth in Exhibit A;
- (c) The purposes, objectives, powers and scope of authority granted in the Mutual Aid Agreement are set forth in Exhibit A;
- (e) The organizational structure is as described in the Mutual Aid Agreement, attached as Exhibit A;
- (f) All property, real or personal, acquired, managed, licensed or disposed of in connection with the Mutual Aid Agreement shall be in accordance with the terms of Exhibit A; and
- (g) There shall be no separate entity created under the terms of the Mutual Aid Agreement.

Section 3. All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith.

RESOLVED AND ADOPTED this 23<sup>rd</sup> day of September, 2021, by the Council of the Borough of Crafton, in a lawful session duly assembled.

ATTEST:

  
\_\_\_\_\_  
Douglas Sample  
Interim Borough Manager

BOROUGH OF CRAFTON:

  
\_\_\_\_\_  
Phillip Levasseur  
President of Council

## **MUTUAL AID AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and among the political subdivisions of the Commonwealth of Pennsylvania, individually and collectively (hereinafter referred to as "Municipalities") and Pittsburgh Technical College (hereinafter referred to "Educational Institutions"), which are signatories hereto. The Municipalities and Educational Institutions are collectively known as the "Parties or Party".

WHEREAS, each of the Parties has the authority, pursuant to Pennsylvania statutory law to enter into a joint contract for Mutual Police Aid and assistance. Specifically, legal authority for this Agreement can be found in the Pennsylvania Intergovernmental Cooperation Act (53 Pa. C.S.A. § 2301-2315); the Municipal Jurisdiction Act (42 Pa. C.S.A. § 8953) the Political Subdivision Tort Claims Act (42 Pa. C.S.A. § 8501 et seq. and Act 98 of 2008 – Interstate Mutual Aid Act (35 Pa. C.S.A § 7331 et seq.); and

WHEREAS, the provision of Mutual Police Aid extending across municipal/jurisdictional boundaries promotes the health, safety and welfare of the citizens of the Parties; and

WHEREAS, the Parties have determined that the provision of mutual police aid extending across municipal/jurisdictional boundaries promotes the health, safety and welfare of the citizens of Parties; and

WHEREAS, it is the desire of the Parties to enter into an Agreement for the purpose of having available for use throughout the territorial limits of their respective Municipalities and Police Departments of the Educational Institutions, the services of police officers employed by the signatory Parties under the conditions hereinafter set forth; and

WHEREAS, most of the Parties that are signatories to this Agreement were signatories to a previous Agreement for the provision of Mutual Police Aid, which was substantially the same as, and in the form of, this Agreement, but now find it necessary to enter into a new Agreement due to the need to add and/or remove several Parties as signatories as a result of changes in membership of the CHAR-WEST COUNCIL OF GOVERNMENTS("CHAR-WESTCOG") and other requests to join the Agreement.

NOW, THEREFORE, the undersigned signatory Parties, intending to be legally bound hereby, do covenant and agree as follows:

### **SECTION 1. PREAMBLE**

The recitals and preamhle are incorporated into this Agreement as if the same were set forth fully at length and such shall become an integral part of this Agreement.

### **SECTION 2. DEFINITIONS**

"Educational Institutions" means Robert Morris University and Pittsburgh Technical College.

"Municipality" means a political subdivision of the Commonwealth of Pennsylvania that is a member of CHAR-WEST COG.

" Mutual Police Aid" or "Mutual Aid" means the provision of manpower and logistical support needed by a Receiving Department to meet its special immediate needs when the resources of that Receiving Department are insufficient to cope with a law enforcement situation.

"Receiver" or "Receiving Department" means the party or parties requesting or receiving police aid and assistance from another party or parties.

“Parties or Party” means collectively the Educational Institutions and the Municipalities.

“Sender” or “Sending Department” means the party or parties receiving a request for, or sending, police aid and assistance to another party or parties.

“CHAR-WEST COG” means the South Hills Area Council of Governments.

### SECTION 3. SITUATIONS AND ACTIVITIES COVERED

A. The provisions of the Agreement may be invoked for any law enforcement situation occurring within the Receiving Department which requires the use of resources not immediately available to the Receiving Department.

### SECTION 4. METHOD OF REQUESTING ASSISTANCE

A. For general Mutual Aid assistance, each Party shall designate the personnel authorized to initiate and receive requests for Mutual Aid. It is understood and agreed that compliance with the terms of this Agreement shall be voluntary and not compulsory for the Parties requested to furnish Mutual Police Aid. Consequently, when a police officer of one of the Parties is requested to furnish Mutual Aid to another Party under the terms of this Agreement, he or she shall refuse to do so if directed by the proper officials of his or her own Party.

### SECTION 5. DETERMINATION OF MUTUAL AID RESPONSE

The Chief of Police, or his or her designated representative, of the Sending Department shall determine in his or her sole discretion whether and to what extent a request for Mutual Aid under this agreement will be fulfilled. In the event it is determined that no assistance, or assistance differing from that requested, will be provided, prompt notice to this effect shall be given to the Receiving Department.

### SECTION 6. COMMAND AND CONTROL

Law enforcement personnel and equipment, upon entering the jurisdiction of a Receiving Department in response to a request for Mutual Aid, shall be under the direction and control of the commanding officer of the Receiving Department; provided, however, that the conduct of officers from the Sending Department shall not violate applicable personnel and police regulations of the Sending Department. So far as practicable, officers from a Receiving Department will be utilized in conjunction with officers from a Sending Department so as to compensate for the Sending Department's lack of knowledge of the geography of the Receiving Department. Department and tactical control shall remain under the CIRT commander.

### SECTION 7. RECALL OF PERSONNEL AND EQUIPMENT

Personnel and equipment, including canine units, provided to a Receiving Department under the terms of this Agreement may be recalled at any time by the Chief of Police, or his or her designated representative, of the Sending Department, and prompt notice of such recall shall be given to the Receiving Department.

### SECTION 8. IMMUNITIES AND POWERS OF RESPONDING OFFICERS

All of the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the signatory Parties have in their own jurisdictions, as well as those applicable to the Receiving Department, shall be effective unless otherwise prohibited by law.

Police officers from a Sending Department shall have all the powers of police officers, including the power of arrest, while responding to a Mutual Aid request from a Receiving Department.

## SECTION 9. FINANCIAL RESPONSIBILITY

A. Except as provided in sub-section "B" below, the Receiving Department shall not be liable for salaries and incidental expenses for equipment used during a Mutual Aid situation. All compensation and other benefits enjoyed by law enforcement officers in their own jurisdictions shall extend to the services they perform under this Agreement. Thus, such items as sick leave, medical and death benefits, workers' compensation benefits and heart and lung benefits, payable as a result of an officer's involvement in a Mutual Aid situation, will be expenses of the Sending Department.

B. The Receiving Department shall be liable to the Sending Department for salary and equipment costs if the Receiving Department receives funds from any outside source for the purpose of reimbursing law enforcement expenses. This would include, but would not be limited to, instances where federal or state disaster relief, or any form of insurance reimbursement, was provided to cover law enforcement or related expenses incurred during the Mutual Aid situation. The liability of the Receiving Department shall not exceed the amount of reimbursement actually received for law enforcement purposes.

C. Any police officer of a Party hereto furnishing Mutual Aid to another Party hereto shall, at all times, remain the employee of the Party originally hiring him or her. The Party originally hiring a police officer shall, at all times, be responsible for paying all wages of such personnel, for carrying workers' compensation upon such personnel, and for all other duties and responsibilities pertaining to the employment of such personnel.

## SECTION 10. INSURANCE

The signatory Parties shall obtain and maintain Police Professional Liability, General and Automobile Liability Insurance, each in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. A certificate of insurance evidencing such coverage shall be provided by the signatory Parties to each other upon execution of this Agreement. Such insurance shall be maintained throughout the term of this Agreement and shall provide for sixty (60) days written notice to the parties to this Agreement of the cancellation or expiration of such insurance coverage.

## SECTION 11. DEATH OR INJURY

Law enforcement personnel of the Sending Department injured or killed while responding to or returning from a request for Mutual Aid under this Agreement shall be deemed to have been on active duty for the Sending Department for all purposes.

## SECTION 12. TERM

The parties hereto agree that the Agreement shall continue until modified in writing by the mutual consent of all parties. The parties hereto further agree that any signatory Party may withdraw at any time from this Agreement by giving thirty (30) calendar days written notice to the other Parties which are part of this Agreement.

## SECTION 13. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding among the signatory Parties as to the subject matter hereof. Any and all prior discussions, negotiations, commitments and understandings related thereto are hereby superseded by this Agreement.

## SECTION 14. PENNSYLVANIA LAW

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the Commonwealth of Pennsylvania.

## SECTION 15. SIGNATORIES

The following Parties are the current signatories to this Mutual Aid Agreement:

Borough of Bridgeville  
Borough of Carnegie  
Township of Collier  
Borough of Coraopolis  
Borough of Crafton  
Township of Crescent  
Borough of Green Tree  
Borough of Ingram  
Township of Kennedy  
Borough of McKees Rocks  
Township of Ohio (servicing Neville Township)  
Township of North Fayette  
Township of Stowe  
Township of Leetsdale  
Pittsburgh Technical College Department

Should a new Municipality become a member of CHAR-WEST COG thereby making it eligible to become a party to this Agreement, the inclusion of that Municipality shall be implemented by, and shall become effective upon, that Municipality executing a separate counterpart to this Agreement and notice and copy thereof being given to all of the then declared parties hereto.

SECTION 16. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No party shall be deemed to have waived any right, power or privilege under this Agreement or any provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the other parties.

SECTION 17. HEADINGS

The Article and Section headings used in this Agreement are for reference purposes only and are not intended to limit or otherwise affect the meaning or interpretation of this Agreement.

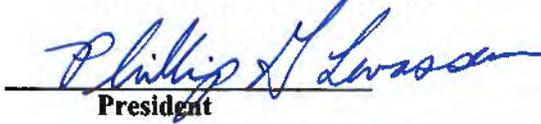
IN WITNESS WHEREOF, the parties hereto have individually executed by separate counterparts this Agreement, which have been duly authorized by their respective governing bodies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ATTEST:**



**BOROUGH OF CRAFTON**

  
**President**

Execution of this Agreement was authorized by the Borough of Crafton at a public meeting of the Council on Sept 23, 2021.

**ATTEST:**

**TOWNSHIP OF CRESCENT**

\_\_\_\_\_

\_\_\_\_\_

**Chairperson**

Execution of this Agreement was authorized by the Township of Crescent at a public meeting of the Commission on \_\_\_\_\_, 2021.