

RESOLUTION NO. 110920-1

**A RESOLUTION OF THE BOROUGH COUNCIL OF THE
BOROUGH OF GETTYSBURG, ADAMS COUNTY,
PENNSYLVANIA, AN ORDINANCE OF THE BOROUGH OF
GETTYSBURG, AUTHORIZING THE ENTRY INTO AN
INTERMUNICIPAL MUTUAL AID POLICE COOPERATION
AGREEMENT WITH THE TOWNSHIP OF CUMBERLAND.**

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Act (53 Pa. C.S. § 2301 et seq.), local governments may enter into intergovernmental cooperation with another governmental unit or local government upon the passage of an ordinance or resolution by its governing body; and

WHEREAS, the Borough Code, 8 Pa. C.S. §§ 101-3501, in Section 1202(24), provides that a borough may make agreements with other political subdivisions in performing governmental powers, duties, and functions; and

WHEREAS, the Second Class Township Code, 53 P.S. §§ 65101-68701, provides in Section 1507 that a township may make agreements with other municipal corporations in performing governmental powers, duties, and functions; and

WHEREAS, pursuant to the Municipal Police Jurisdiction Act, 42 Pa. C.S. § 8953, municipalities may enter into cooperative police service agreements for the purpose of describing conditions of mutual aid, assigning liability, and determining appropriate costs of cooperative efforts; and

WHEREAS, the Borough of Gettysburg (hereinafter referred to as the “Borough”) and the Township of Cumberland (hereinafter referred to as the “Township”) entered into a mutual aid agreement dated May 11, 1981, and desire to update and replace said agreement; and

WHEREAS, the Borough desires to enter into an intergovernmental cooperation agreement for the purpose of enabling, authorizing, and permitting officers from their respective jurisdictions to aid and assist one another upon request; and for the purpose of authorizing the police department of the Borough and the Township to mutually respond to events requiring the application of police services.

WHEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Gettysburg, Adams County, Pennsylvania, is hereby authorized to enter into an Intermunicipal Mutual Aid Police Cooperation Agreement with the Township of Cumberland, a Second Class Township of Adams County, Pennsylvania, a true and correct copy of which is attached hereto as Exhibit “A” and is incorporated by reference herein, for the purpose of enabling, authorizing, and permitting officers from their respective jurisdictions to aid and assist one another upon request; and for the purpose

of authorizing the police department of the Borough and the police department of the Township to mutually respond to events requiring the application of police services; and

WHEREFORE, BE IT FURTHER RESOLVED, that Jacob W. Schindel, President of Borough Council, and Sara L. Stull, Assistant Borough Manager/Secretary, are hereby authorized and directed execute the Intermunicipal Mutual Aid Police Cooperation Agreement on behalf of the Borough of Gettysburg.

THIS RESOLUTION DULY ADOPTED according to law on this 9th day of November, 2020, at a duly advertised monthly general business meeting of the Borough Council of the Borough of Gettysburg, Adams County, Pennsylvania.

BOROUGH OF GETTYSBURG

By: 

Jacob W. Schindel

President of Borough Council

Attest:



Sara L. Stull, Secretary

**INTERMUNICIPAL MUTUAL AID
POLICE COOPERATION AGREEMENT**

THIS INTERMUNICIPAL MUTUAL AID POLICE COOPERATION AGREEMENT made this 9 day of November, 2020, (the "Agreement") by and between the BOROUGH OF GETTYSBURG, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Borough") and the TOWNSHIP OF CUMBERLAND, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Township") (collectively referred to as the "Party" or "Parties").

RECITALS

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Act (53 Pa. C.S. § 2301 *et seq.*), local governments may enter into intergovernmental cooperation with another governmental unit or local government upon the passage of an ordinance or resolution by its governing body; and

WHEREAS, the Borough Code, 8 Pa. C.S. §§ 101-3501, in Section 1202(24) provides that the Borough may make agreements with other political subdivisions in performing governmental powers, duties, and functions; and

WHEREAS, the Second Class Township Code, 53 P.S. §§ 65101-68701, provides in Section 1507 that the Township may make agreements with other municipal corporations in performing governmental powers, duties, and functions; and

WHEREAS, pursuant to the Municipal Police Jurisdiction Act, 42 Pa. C.S. § 8953, municipalities may enter into cooperative police service agreements for the purpose of describing conditions of mutual aid, assigning liability, and determining appropriate costs of cooperative efforts; and

WHEREAS, the parties entered into a mutual aid agreement dated May 11, 1981, and the Parties desire to update and replace said agreement with this Agreement; and

WHEREAS, the Parties wish to enter into this formal Agreement for the purpose of enabling, authorizing, and permitting officers from their respective jurisdictions to aid and assist one another upon request; and for the purpose of authorizing the police department of the Parties to mutually respond to events requiring the application of police services; and

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

ARTICLE I

ASSISTANCE & DUTIES

1.1 *Primary Duty.* It is mutually understood and agreed that the primary duty of each Party is to provide adequate police protection within its own jurisdiction, and compliance with a request for mutual aid is voluntary and not compulsory on the Party from whom aid is requested.

1.2 *Activity Authorized.* The Parties agree and authorize their police officers to furnish actual and standby mutual aid and assistance to the other Party, upon request. Said mutual aid and assistance may include, but not be limited to:

- (a) Events, pre-planned or otherwise;
- (b) Disaster threats;
- (c) Incidents; or
- (d) Law enforcement initiatives, including checkpoints, investigations, warrant service, Pennsylvania Vehicle Code and Crimes Code enforcement, and other similar activities.

The Parties authorize their police officers to answer calls and provide aid and assistance throughout the jurisdictions represented by each Party, when requested.

1.3 *Requests for Assistance.* Requests for assistance may be made by the Chief of Police, any officer in charge, or any other officer in need of assistance. The request for assistance may be made directly to the other Party or through dispatch at any given time when mutual aid and assistance is desired. For pre-planned events, the request for assistance shall originate with the requesting Party's Chief of Police or his designee.

1.4 *Scope of Aid.* The extent of mutual aid and assistance shall be determined solely by the Party furnishing it, and mutual aid furnished may be recalled at the discretion of any Party involved. When mutual aid and assistance is furnished, the party furnishing the assistance shall endeavor to do so in a timely and reasonable fashion.

1.5 *Failure to Assist.* The Parties shall have no responsibility to one another for failure to supply assistance at the request of any other Party. Where a Party is unable or unwilling to furnish the requested assistance, it shall notify the requesting Party that assistance will not be rendered as soon as practical.

1.6 *Control of Officers.* The Parties agree that while their police officers are acting in an official capacity within the jurisdiction of another Party, they shall be under the control and supervision of the police force of the jurisdiction in which the police officers are acting, except in cases of "hot pursuit."

1.7 *Powers Retained.* The police officers of each Party who render aid and assistance pursuant to this Agreement shall retain the same basic powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the jurisdiction of the Party that employs them.

1.8 *Equipment.* Any equipment furnished shall, to the extent reasonably possible, be operated by the personnel of the Party furnishing the equipment. Absent gross negligence or willful misconduct, of the Party using the equipment, damage incurred will be the responsibility of the Party owning the equipment.

1.9 *Jurisdiction.* The Parties agree and represent that the chief law enforcement officer of the respective Parties consents to police officers of the other jurisdiction entering the respective Party's jurisdiction for the purpose of conducting official duties which arise from official matters within the police officers' primary jurisdiction. Upon entering a Party's jurisdiction under this Section, the police officer shall notify the officer in charge of their entry no later than the date of actual

entry, unless exigent circumstances exist, in which case notice shall be provided as soon as practical.

ARTICLE II

COMPENSATION & INSURANCE

2.1 *Wages and Benefits.* No Party to this Agreement shall be required to pay any charge or compensation to the other Party to this Agreement for services rendered hereunder. Each Party remains liable for the salaries of its personnel in the same manner as if the police officer were assigned to duty in his own jurisdiction, even though said personnel are providing assistance in another jurisdiction. Any services performed or expenditures made in connection with furnishing mutual aid and assistance under this Agreement by any Party hereto shall be deemed to be in furtherance of the protection and benefit of the inhabitants and property of that Party.

2.2 *Worker's Compensation.* The Parties shall maintain worker's compensation insurance to cover their own police officers and no others. If injury or loss occurs while a police officer is furnishing assistance in a jurisdiction other than that of his employer, his employer shall be solely liable for payments of all worker's compensation claims arising from said injury or loss to said employee.

2.3 *Injury or Death.* A police officer, who sustains injury or death in the course of and arising out of their employment and furnishing of aid and assistance, shall receive from the employing Party the applicable benefits.

2.4 *Warrant.* The Parties hereby warrant that they have conferred with their worker's compensation insurance carrier and that the provision in this contract is lawful and in accordance with the insurance policies for worker's compensation now held by the respective Parties hereto to cover their police officers.

ARTICLE III

CLAIM LIABILITY & INDEMNITY

3.1 *Liability.* Each Party shall only be liable for claims, costs, judgments, or costs of the defense thereof, which arise from any act, omission, or negligence of its own police officers, employees, and/or agents. No Party shall be liable for any of the aforesaid claims, costs, or judgments arising from any act, omission, or neglect of any other Party's police officers, employees, and/or agents.

ARTICLE IV

ADDITIONAL PARTIES & TERMINATION

4.1 *Joining Parties.* A municipality may become a party to this Agreement only with the written and signed approval of all current Parties to this Agreement. A joining municipality shall adopt this Agreement by resolution in accordance with Section 5.2 below and in accordance with the laws, codes, and ordinances governing the joining municipality.

4.2 *Withdrawing Parties.* Any Party may withdraw from this Agreement upon ninety (90) days' written notice to all other Parties. The withdrawal from this Agreement by any Party shall not operate to terminate this Agreement, but this Agreement shall remain in full force and effect with respect to the remaining Parties. In the event only one (1) Party remains after the withdrawal of any Parties from this Agreement, this Agreement shall be terminated and have no force or effect.

ARTICLE V

MISCELLANEOUS

5.1 *Effective Date & Term.* This Agreement shall become effective on the date on which the initial Parties have fully executed this Agreement and shall remain in effect unless terminated in accordance herewith.

5.2 Each Party has adopted this Agreement by resolution, true and correct copies of which, together with a certificate of each Party's secretary certifying that the copy is true and that the resolution is in full force and effect, are attached hereto and incorporated herein by reference.

5.3 Nothing in this Agreement shall be construed to create a separate legal entity or organization.

5.4 Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

5.5 This Agreement supersedes any prior mutual aid agreements between any of the Parties to this Agreement. No subsequent amendments or changes to this Agreement shall be binding unless made in writing and signed by duly authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, hereby, have signed and sealed this Agreement the day and year set forth above.

ATTEST:

TOWNSHIP OF CUMBERLAND

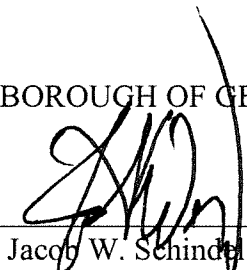
Chairperson, Board of Supervisors

ATTEST:

BOROUGH OF GETTYSBURG



Sara L. Stull
Assistant Borough Manager/Secretary



Jacob W. Schindel
President of Borough Council