

ORDINANCE NO. 2006- /

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF HILLTOWN TOWNSHIP, COUNTY OF BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING A MUTUAL AID AGREEMENT AND AUTHORIZING THE PARTICIPATION OF THE HILLTOWN TOWNSHIP POLICE DEPARTMENT IN COOPERATION WITH OTHER BUCKS COUNTY MEMBER POLICE DEPARTMENTS FOR AN EMERGENCY RESPONSE TEAM PURSUANT TO THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW

The Board of Supervisors of Hilltown Township hereby enacts and ordains as follows;

SECTION 1. The Board of Supervisors of Hilltown Township hereby approves and the appropriate officers are hereby authorized and directed to execute the Mutual Aid Agreement that is attached hereto and incorporated by reference and noted as Exhibit A. A copy of the Mutual Aid Agreement is available for inspection and review at the Township offices. The Mutual Aid Agreement may be amended from time to time by Resolution, subsequent to the enactment of this Ordinance, in order to conform to any requirements imposed by laws and/or regulations of the Commonwealth of Pennsylvania or the United States of America.

SECTION 2. The duration, of the term of the said Agreement is for a period of one (1) year and thereafter from year to year until terminated as provided for therein.

SECTION 3. The purpose and objective of the said Agreement is to provide for the creation of a response team composed of police officers from Hilltown Township and other member police departments from Bucks County that are parties to the said Agreement in order to respond to high risk emergency situations which exist within the geographical boundaries of said participating municipalities, and to otherwise back up an established team on the scene of an existing high risk emergency.

SECTION 4. Each participating municipality shall be responsible for providing workman's compensation, Errors and Omissions Insurance, Law Enforcement Liability, and General Liability Insurance coverage, at its own cost, on each of its respective police officers participating pursuant to the Mutual Aid Agreement. All other costs and expenses associated with the said Agreement shall be equally shared and paid by the participating municipalities.

SECTION 5. Each participating municipality may contribute property to be used to carry out the purpose and objective of the said Agreement, which property shall be itemized and listed as an Exhibit to the said Agreement and shall be returned to the contributing municipality, in its then existing condition, upon withdraw of such municipality from the said Agreement accordance with the terms thereof.

SECTION 6. This Ordinance is being enacted pursuant to the provisions of the Act 60 1995 Second Class Township Code reenacting and amending the Act of May 1, 1933 (P.L. 103, No. 69) entitled "an act concerning townships of the Second Class" found at 53 P.S. §65101 et seq., and the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S.A. §2301, et seq.

SECTION 7. This Ordinance shall take effect five (5) days after enactment.

SECTION 8. All Ordinances or Resolutions, or any part thereof, insofar as they are inconsistent with this Ordinance, are hereby repealed.

ENACTED this 27th day of March, 2006.

HILLTOWN TOWNSHIP
BOARD OF SUPERVISORS

John M. Healey
Robert J. Han
Garban A. Salvador

MUTUAL AID AGREEMENT

THIS AGREEMENT made this 27th day of March, 2006, between the TOWNSHIP of Hilltown, (hereinafter referred to as "TOWNSHIP"), a township of the second class located in the County of Bucks; AND OTHER MEMBER TOWNSHIPS AND BOROUGHES ALL LOCATED IN THE COUNTY OF BUCKS, WHO SHALL COLLECTIVELY HEREINAFTER BE REFERRED TO AS "MEMBER MUNICIPALITIES".

WHEREAS, there exists in the Central Bucks County area no law enforcement unit trained in the handling of high risk emergency situations; and

WHEREAS, it has come to the attention of the Member Municipalities that there exists a need for law enforcement officers trained to operate together in the handling of high risk emergency situations; and

WHEREAS, the Member Municipalities do not individually have the financial or human sources to provide such a service in each of their respective municipalities; and

WHEREAS, the Act of July 1972, No. 180 (53 P.S. §481, et seq.) permits municipalities to jointly cooperate with each other in the performance of their powers and responsibilities; and

WHEREAS, the Municipal Police Jurisdiction Act, the act of June 5, 1982 P.S. 512 No. 141, 42 Pa. C.S.A. §8951 et seq., provides for statewide municipal police jurisdiction where certain specifically enumerated conditions exist, including emergency situations and contractual arrangements pursuant to the Governmental Cooperation Act, found at 42 Pa. C.S.A. §8953; and

WHEREAS the Member Municipalities desire to utilize the provisions of the aforementioned laws in order to solve their mutual problems.

NOW, THEREFORE, the Member Municipalities hereby agree to create a joint law enforcement unit, trained in the handling of high-risk emergency situations as follows:

NAME AND PLACE OF OPERATION

1. The name of the law enforcement unit formed under the provisions of this Agreement shall be the Central Bucks Special Response Team or other name designated by the Administrative Board of the Central Bucks Special Response team (hereinafter referred to as the Response Team).
2. The Response Team shall only handle those high-risk emergency situations that occur within the boundaries of the Member Municipalities. The Response Team may also be utilized to back up an established team on the scene of a high-risk emergency.
3. The mailing address of the Response Team shall be 425 Wells Road, Doylestown, Pennsylvania 18901, or such other address as directed by the Administrative Board.

PURPOSE OF THE RESPONSE TEAM

4. The Response Team shall be formed to respond to high-risk emergency situations. The Response Team shall only be used upon the request of the Chief of Police or next in command of the municipality within which the emergency situation occurs. A definition of high-risk emergency situation shall be formulated by the Administrative Board of the Response Team and set forth, in the Guidelines developed pursuant to Section 14 of this Agreement.

ESTABLISHMENT OF THE RESPONSE TEAM

5. Prior to entering into this Agreement, each Member Municipality shall have adopted an Ordinance or Resolution that meets all the requirements of the Act of , July 12, 1972, No. 180 (53 P.S. §481, et seq.) including a statement of the conditions, duration, purpose, and the organizational structure of the Response Team. This Agreement shall be incorporated into such Ordinance or Resolution.
6. Each Member Municipality shall also take whatever action is required by its general liability, law enforcement liability, errors and omissions and/or worker's compensation insurance carriers to authorize its police officers to participate in every aspect of this endeavor, including training, and actual participation in any of the law enforcement efforts of the Response Team.

REQUIREMENTS OF MEMBERSHIP

7. Each Member Municipality shall be required to make available for selection to the Response Team, the services of minimum number of officers set forth by the Administrative Board of the Emergency Response Team. In the event that a municipality does not make the officers available to the Response Team, the Administrative Board and the Response Team Commander shall select members for the Response Team from the remaining Member Municipalities. The Administrative Board shall also designate alternatives, if sufficient officers are available. No municipality shall be guaranteed that this individual officer or officers made available to the Response Team, rather than an alternate, shall be designated as a member of the Response Team.
8. Each Member Municipality shall provide and pay for worker's compensation, errors and omissions, law enforcement liability and general liability insurance coverage on each of its officers who participates in the performance of Response Team activities. In addition, each Member Municipality shall provide its share for liability insurance for the Administrative Board of the Emergency Response Team.
9. Each Member Municipality shall pay all of the salaries and overtime for its officers participating in the Response Team and all costs and expenses associated with its participation in the Response Team.
10. Each Member Municipality warrants that each police officer assigned by the Member Municipality to the Response Team, has completed and will continue to comply with, all requirements of the Municipal Police Officers Education, and Training Program, Act of June 18, 1984, P.L. 359, No. 120 (53 PS. §740, et seq.).
11. Each Member Municipality shall select one (1) individual and one (1) alternate, knowledgeable in law enforcement affairs, to sit on the Administrative Board of the Response Team.
12. The Administrative Board shall meet on an as needed basis as determined by a majority of the Administrative Board, but at least every three months.
13. Decisions of the Administrative Board shall be made by a majority vote. Each Member Municipality shall have one (1) vote.

14. Within six (6) months of the date of this Agreement, the Administrative Board shall prepare Guidelines that shall be binding on the operations of the Response Team. The Guidelines will be submitted to each Member Municipality for review and approval. Said Guidelines shall set forth definitions of the types of high-risk emergency situations which will activate the Response Team, and the goals and policy of the Response Team when in action.
 - (a) The Administrative Board shall include in the Guidelines a regulation that permits the Response Team to activate only upon receipt of request of the Police Chief or next in command of the municipality in which the action is to be taken. All requests shall be documented in writing and a record made of the same.
 - (b) The Administrative Board shall adopt no Guideline that imposes upon any party to this Agreement a fee for assistance rendered by the Response Team.
15. The Administrative Board of the Response Team shall have the following responsibilities.
 - (a) Selecting the Response Team Commander, who in turn shall select the members of the Response Team.
 - (b) Making all decisions regarding equipment and operations.

TERM OF AGREEMENT

16. The formation and activation of the Response Team shall commence with the execution of this Agreement by all of the signatory parties that are Member Municipalities, and shall continue thereafter from year to year unless sooner terminated as specifically provided in this Agreement.

TERMINATION AND WITHDRAWAL

17. In the event of a breach of any provision of this contract by a Member Municipality, the Administrative Board shall send by certified mail a Notice of Breach to said Member Municipality. If the breach remains uncorrected for a period of thirty (30) days, the Administrative Board shall send a Notice of Termination, signed by the majority of the other governing bodies, to the breaching municipality. Upon receipt of Notice of Termination, signed by the majority of the other governing bodies, the breaching municipality shall be removed from participation in the Response Team.
18. Any Member Municipality may withdraw from the Response Team Agreement upon sixty (60) days written notice to the other municipalities. Upon withdrawal from the Agreement said municipality shall be entitled to withdraw any property contributed to the Response Team.
19. This Agreement may be dissolved by the vote of a three-fourths (3/4) majority of the Member Municipalities.

MISCELLANEOUS PROVISIONS

20. This Agreement may be amended or modified by the Member Municipalities by a majority of the Member Municipalities.
21. Additional municipalities are permitted to join the Response Team upon the approval of a three-quarter (3/4) majority of the Member Municipalities,

PENNSYLVANIA LAW TO APPLY

22. This Agreement shall be construed under and in accordance with the laws of the Commonwealth, of Pennsylvania

HEADINGS

23. The headings used in the Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms this Agreement.

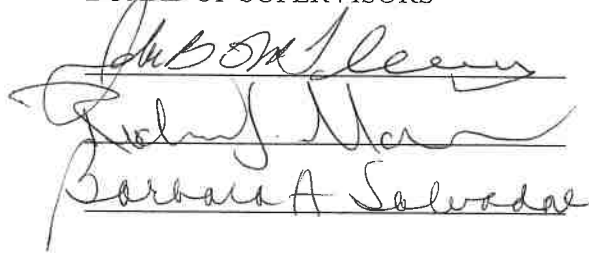
SEVERABILITY

24. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

COUNTERPART SIGNATURES

25. It is the intent of the parties to this Agreement that this Mutual Aid Agreement shall be executed by the various Member Municipalities by the execution of separate documents containing counterpart signatures on individual pages; and is the Agreement of all Member Municipalities that said counterpart signature pages shall be incorporated by reference into the terms of each Mutual Aid Agreement executed by said Member Municipalities.

HILLTOWN TOWNSHIP
BOARD OF SUPERVISORS


The image shows three handwritten signatures in cursive script, each written over a horizontal line. The signatures are stacked vertically. The top signature is the most stylized, the middle one is more legible, and the bottom one appears to read 'Barbara A. Salvador'.