

MUNICIPAL AID AGREEMENT

RE: Butler County Emergency Services Unit

THIS AGREEMENT, entered this _____ day of _____, 20____ by and among the County of Butler, the Office of the District Attorney, the Butler County Emergency Services Unit, _____(Municipality) and _____ (hereinafter, the "Police Department") individually and collectively,

WITNESSETH that:

WHEREAS, the Office of the District Attorney has established an Emergency Services Unit (hereinafter referred to as the "ESU") operating with and throughout Butler County in an effort to coordinate tactical response to critical incidents relating to Hostage Related Incidents, Barricaded Gunman, School Violence, Terrorist Acts, Weapons of Mass Destruction, Sniper Ambush, Civil Disturbances, and High Risk Warrant Service;

WHEREAS, the Police Department has agreed to extend to the County of Butler at the request of the Butler County ESU its aid and assistance for law enforcement protection in critical incidents involving life threatening incidents; and

WHEREAS, the authority to provide aid and assistance for law enforcement protection and to make appropriations therefore is contained in the following Acts of Assembly:

- Intrastate Mutual Aid Act (35 Pa. CSA Section 7331-7340 (Enabling municipal police to provide mutual aid in an emergency and through mutual agreements.)
- Municipal Police Jurisdiction Act (42 Pa. CSA Section 8953 (Enabling municipal police to provide mutual aid statewide and to enter into mutual aid agreements.)
- First Class Township Act (53 P.S. Section 56554) (Joint Contracts For Police and Fire Protection)

- Second Class Township Act (53 P.S. Section 66057) (Intragovernmental cooperation agreements generally)
- Borough Code (8 Pa. CSA Section 1122 (Joint Police Agreements.))
- Third Class City Code (11 Pa. CSA Section 12419 (Intragovernmental police agreements and contracts))

WHEREAS, without intergovernmental cooperation providing mutual aid and assistance for law enforcement protection, the quality of such protection to its citizens of Butler County would be adversely affected; and

WHEREAS, the Police Department desires to reduce to writing their understanding of this agreement to assure intergovernmental cooperation to provide aid and assistance for law enforcement protection upon request;

NOW THEREFORE, the governing body of the Police Department, pursuant to the aforesaid authority and intending to be legally bound, does mutually covenant and agree, as follows:

1) In the event of critical incidents relating to Hostage Takeovers, Barricaded Gunman, School Violence, Terrorist Acts, Weapons of Mass Destruction, Sniper Ambush, High Risk Warrant Service, and Special Assignments, the Butler County ESU and the Police Department shall be mutually obligated to each other to provide aid and assistance for law enforcement protection within the boundaries of Butler County.

2) That the Butler County ESU shall have the authority and full discretion to issue a call to the Police Department for aid and assistance involving all critical incidents that require special law enforcement intervention for resolving life threatening occurrence within the boundaries of the County of Butler.

3) That the Police Department, upon being summoned outside of its jurisdictional boundaries at the request of the Butler County Emergency Services Unit, shall come under the

tactical command of the Butler County ESU. The tactical commander of the Butler County ESU shall have full authority to direct and delegate duties to the responding Police Department.

4) When emergently deployed, the Police Department shall in good faith provide aid and assistance to the Butler County ESU without charge or expense to be paid by the County of Butler or the summoning community where such critical events have taken place. **Officers are to be assigned to the ESU on a voluntary basis. Any compensation for time spent during incidents or training shall be between the officer and his / her home department. The County of Butler shall provide worker's compensation coverage to each participating officer assigned to the ESU for both training and incident related injuries.**

5) The Police Department shall hold harmless the County of Butler and the summoning community where such critical events have taken place, for injury sustained by any Police Officer of the Police Department, and for loss of damage occurring to the property of the Police Department, while providing aid and assistance to the Butler County ESU and the summoning community, and in going thereto and returning therefrom.

6) Each party shall be an independent contractor and shall be responsible for its own employees and for the acts of its employee under this Agreement pursuant to law. Each party shall provide such public liability and other insurance as appropriate to protect against any claims arising out of that party's performance under this Agreement and not otherwise provided. All parties to this Agreement shall have all rights and liability protection as found in Act 100 of 1989. Nothing in this Agreement shall be construed to limit the parties' rights, claims, or defenses which arise as a matter of law pursuant to any provision of this Agreement. Nothing in this Agreement shall be construed to limit the sovereign immunity of the parties to this Agreement.

7) That no provision of this Agreement shall be interpreted as to require the Police Department, to jeopardize or otherwise leave its police jurisdiction without adequate law

enforcement protection while providing aid and assistance to the Butler County ESU and the summoning jurisdiction where such critical events involving life threatening occurrences are taking place.

8) That this Agreement shall require the Police Departments participation in training exercises, drills, and other training activities which are designed to train, manage, prevent and resolve critical incident involving life threatening occurrences within the boundaries of the County of Butler.

9) That this Agreement shall remain binding between the Butler County ESU and the Police Department, until authorized representatives take action to withdraw therefrom. Such action shall not be effective until ninety (90) days after notice of withdrawal has been submitted.

IN WITNESS WHEREOF, the _____ Police Department, municipal government representatives and the County of Butler, by their elected officials, have duly executed the Mutual Aid Agreement for law enforcement services in the event of such critical incidents involving life threatening occurrences within the boundaries of the County of Butler, this _____ day of _____, 2021.

BUTLER COUNTY DISTRICT ATTORNEY

POLICE CHIEF / OIC OF MUNICIPALITY

MUNICIPALITY GOVERNMENTAL REPRESENTATIVE