

Reserve Township
Resolution No. 791

MUNICIPAL POLICE COOPERATIVE AGREEMENT

This Agreement, Made this 5th day of March, 2025, among the municipalities of Bradford Woods Borough, Etna Borough, Indiana Township, Marshall Township, O'Hara Township, Pine Township, Richland Township, Ross Township, Shaler Township, West Deer Township, West View Borough, McCandless Township, Hampton Township, Millvale Borough, Blawnox Borough, Reserve Township and Franklin Park Borough hereinafter collectively referred to the "Municipalities". This Agreement will be in effect from the start of the fiscal Police Traffic Services (PTS) Grant year, and will end on the last day of the current grant cycle September 30, 2026.

Whereas, the Municipalities are authorized by law to jointly cooperate in the exercise and performance of their respective governmental functions, powers or responsibilities including mutual police aid and assistance; and enter into a joint contract for mutual police aid and assistance; and

Whereas, increasing occurrences of driving under the influence ("DUI") have adversely impacted the Municipalities and enforcement of DUI laws in the Municipalities has proven to be difficult for each Municipality's respective police force; and

Whereas, there is an urgent need for uniformity and continuity in the enforcement of DUI laws in Allegheny County; and

Whereas, Allegheny County is an area of several police forces, each operating independently; and

Whereas, The police officials of the participating Municipalities have expressed their desire to improve the ability to enforce DUI laws and provide for safer communities by forming a multi-jurisdictional task force and permitting extraterritorial jurisdiction for their officers to participate in the same; and

Whereas, the Municipalities have determined that the formation of such multi-jurisdictional police force will increase their ability to enforce DUI laws and to preserve the safety and welfare of the entire area; and

Whereas, pursuant to Section 3 of the Act of July 2, 2019, P.L. No. 58, House Bill 1614, 2019 Legislative Session, (Pa. 2019), amending the Municipal Police Jurisdiction Act, 42 Pa. C.S. 8951 — 8955, hereinafter referred to as the "Act", the requirements of the Intergovernmental Cooperation Act, 53 Pa. C.S. 2301 — 2317, are not applicable to this Agreement; and

MUNICIPAL POLICE COOPERATIVE AGREEMENT

Whereas, it is desired by the Municipalities to enter into this Agreement for the purpose of enforcing DUI laws throughout the territorial limits of all Municipalities signing the Agreement, under the conditions set forth and in compliance with the Act; and

Now Therefore, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise and agree with each other as follows:

1. The Municipalities hereby establish a multi-municipal DUI Task Force Program, the North Hills DUI Task Force, to coordinate DUI enforcement and prosecution activities.
2. The Municipalities intend to participate in and contribute resources to the North Hills DUI Task Force, to the extent that each Municipality, in its sole discretion, deems necessary.
3. All municipal boundaries of parties entering this agreement shall remain in full force and effect with the understanding and agreement that when participating in the North Hills DUI Task Force and as permitted by the Act, police officers of the Municipalities shall have all the powers and authorities conferred by the law under the Act.
4. Any employee of a police force of a Municipality that is part of this Agreement shall remain an employee of his or her employer for the purpose of any activity under this Agreement and each Municipality shall maintain and be responsible for all employee compensation, benefits, insurance and other incidents of employment.
5. Each participating Municipality shall, by becoming a signatory of this Agreement, waive any and all claims against all other participating Municipalities hereto which may arise out of their officers' police activities outside their respective jurisdictions while rendering police services under this Agreement, except for those arising out of the negligence, gross negligence, and intentional conduct of the police officers Municipalities.

MUNICIPAL POLICE COOPERATIVE AGREEMENT

6. Each Municipality shall obtain public liability insurance for both bodily injury and property damage liability to cover officers and/or vehicles while on duty in the territorial conduct of the police officers Municipalities.
7. The parties hereto agree that any participating Municipality may withdraw at any time from the Agreement, by giving notice in writing to each of the other Municipalities which are parties to the Agreement.
8. The parties hereto agree that the terms of this Agreement shall be dependent upon the availability of grant funds issued by Pennsylvania Department of Transportation, (Pa D.O.T.) and furthermore that this Agreement shall become null and void upon expiration of said funds.
9. This Agreement may be executed in any number of counterparts, each of which when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.
10. This Agreement represents the entire agreement between the parties and neither this Agreement nor any term hereof may be amended unless agreed to in writing and duly executed and approved by all parties.
11. If any covenant, provision, or term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
12. This Agreement shall be constituted in accordance with and governed by the laws of the Commonwealth of Pennsylvania.
13. This Agreement constitutes the entire agreement between the parties concerning this particular subject and supersedes all previous agreements between the parties hereof. No other communication, either written or oral, is enforceable under the terms of this Agreement unless otherwise stated herein.

(Signature Pages to Follow)

MUNICIPAL POLICE COOPERATIVE AGREEMENT

In witness whereof, the parties hereto have caused this agreement to be executed by its authorized officials thereon the day and year written below.

ATTEST:

MARSHALL TOWNSHIP

Print and sign
Township Manager

Print and sign
President, Board of Supervisors

Date _____

Date _____

ATTEST:

PINE TOWNSHIP

Print and sign
Township Manager

Print and sign
President, Board of Supervisors

Date _____

Date _____

ATTEST:

RICHLAND TOWNSHIP

Print and sign
Township Manager

Print and sign
President, Board of Supervisors

Date _____

Date _____

ATTEST:

BRADFORD WOODS BOROUGH

Print and sign
Borough Manager

Print and sign
President, Borough Council

Date _____

Date _____

ATTEST:

Print and Sign
Chief of Police, Northern Regional Police Department

MUNICIPAL POLICE COOPERATIVE AGREEMENT

ATTEST:	ETNA BOROUGH
_____	_____
Print and sign Borough Manager	Print and sign President, Borough Council
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Borough of Etna Police Department	

ATTEST:	INDIANA TOWNSHIP
_____	_____
Print and sign Township Manager	Print and sign President, Board of Supervisors
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Indiana Township Police Department	

ATTEST:	O'HARA TOWNSHIP
_____	_____
Print and sign Township Manager	Print and sign President, Board of Supervisors
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, O'Hara Township Police Department	

MUNICIPAL POLICE COOPERATIVE AGREEMENT

ATTEST:	SHALER TOWNSHIP
_____	_____
Print and sign Township Manager	Print and sign President, Board of Supervisors
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Shaler Township Police Department	

ATTEST:	WEST DEER TOWNSHIP
_____	_____
Print and sign Township Manager	Print and sign Chairperson, Board of Supervisors
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, West Deer Police Department	

ATTEST:	ROSS TOWNSHIP
_____	_____
Print and sign Township Manager	Print and sign President, Board of Supervisors
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Ross Township Police Department	

MUNICIPAL POLICE COOPERATIVE AGREEMENT

ATTEST:	MCCANDLESS TOWNSHIP
_____	_____
Print and sign Township Manager	Print and sign President, Board of Supervisors
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, McCandless Township Police Department	

ATTEST:	MILLVALE BOROUGH
_____	_____
Print and sign Borough Manager	Print and sign President, Borough Council
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Borough of Millvale Police Department	

ATTEST:	WEST VIEW BOROUGH
_____	_____
Print and sign Borough Manager	Print and sign President, Borough Council
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Borough of West View Police Department	

MUNICIPAL POLICE COOPERATIVE AGREEMENT

ATTEST:	HAMPTON TOWNSHIP
_____	_____
Print and sign Township Manager	Print and sign President, Board of Supervisors
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Hampton Township Police Department	

ATTEST:	BLAWNEX BOROUGH
_____	_____
Print and sign Borough Manager	Print and sign President, Borough Council
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, O'Hara Township Police Department	

ATTEST:	FRANKLIN PARK BOROUGH
_____	_____
Print and sign Borough Manager	Print and sign President, Borough Council
Date _____	Date _____
ATTEST:	

Print and Sign Chief of Police, Borough of Franklin Park Police Department	

MUNICIPAL POLICE COOPERATIVE AGREEMENT

ATTEST:	ASPINWALL BOROUGH
_____ Print and sign Borough Manager	_____ Print and sign President, Borough Council
Date _____	Date _____
ATTEST:	
_____ Print and Sign Chief of Police, Borough of Aspinwall Police Department	

ATTEST:	RESERVE TOWNSHIP
<u>JAN KOWALSKI</u> <i>Jan Kowalski</i> Print and sign Township Manager	<u><i>Edward Vincent</i></u> Print and sign Vice-President, Township Commissioners
Date <u>3/5/25</u>	Date <u>3/5/25</u>
ATTEST:	
<u><i>Brendan Morgan</i></u> <i>B Morgan</i> Print and Sign Chief of Police, Reserve Township Police Department	