

## MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT made as of the 2<sup>nd</sup> day of February, 2007, by and among the Townships of Ferguson, Patton and Spring, Centre County, Pennsylvania, the Boroughs of Bellefonte and State College, Centre County, Pennsylvania (hereinafter individually referred to as a "Municipality" and collectively referred to as the "Municipalities"), and the County of Centre (hereinafter referred as the "County") (collectively the Municipalities and the County are hereinafter referred to as the "Parties").

WHEREAS, alcohol and/or controlled substance related driving and accidents have contributed significantly to annual serious injury and fatality rates in Centre County; and

WHEREAS, there is an urgent need for uniformity and continuity in the enforcement of laws related to driving under the influence in Centre County; and

WHEREAS, there are multiple police forces in Centre County, each operating independently; and

WHEREAS, police officials in Centre County have manifested a genuine interest in safer communities through improved police service; and

WHEREAS, the Municipalities have determined that providing mutual police aid across jurisdictional lines will increase their ability to enforce laws related to driving under the influence of alcohol and to preserve the safety and welfare of the entire area; and

WHEREAS, the County, through its sheriff's department, is desirous to participate in the enforcement of laws relating to driving under the influence of alcohol; and

WHEREAS, the parties have identified DUI Checkpoints, roving DUI patrols, and Cops in Shops program as effective programs to improve the safety of our communities by addressing the potential impacts of alcohol while operating a motor vehicle; and

WHEREAS, the parties desire to enter into a formal agreement for the purpose of having available for use throughout the territorial limits of the Municipalities the services of police officers employed by all of the Municipalities as well as the sheriff's deputies for the conduct of these programs, under the conditions set forth herein, and in compliance with the Municipal Police Jurisdiction Law, 42 Pa. C.S. A. 8953; and

WHEREAS, cooperation among the Parties is within the exercise and performance of governmental duties and functions and is authorized by the Intergovernmental Cooperation Law, 53 Pa.C.S.2301, et seq.

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

1. The Parties agree to participate in the DUI Checkpoint, roving DUI patrols, and Cops in Shops programs (the "programs").
2. All boundaries of the Municipalities shall remain in full force and effect with the understanding and agreement that the police officers and sheriff's deputies (hereinafter collectively referred to as "Officers") of the Parties shall have all the powers and authorities conferred by law upon the police of the Municipality in which they may be acting pursuant to the terms of this agreement in accordance with 42 Pa. C.S. 8953(a)(3).
3. Officers assigned by the Parties shall be and remain the employees of their respective Municipality or of the County and not employees, agents or servants of any of the other Parties. Each of the Parties shall be responsible for carrying public liability and property damage insurance for claims which may arise from an act, omission or neglect of its Officers, regardless of the territorial limits within which the Officers are operating.
4. The Parties shall each be responsible for paying claims, the costs of defense of claims, or judgments entered on claims, which may arise from any act omission or neglect of its Officers. Each waives any and all claims against all of the other Parties hereto which may arise out of its Officers' activities while rendering service under this agreement.
5. The Parties shall provide Officers, as each shall authorize, for participation in the programs.
6. All Officers authorized to participate in the programs and all Municipalities utilizing the services of Officers from other Parties for purposes of a DUI Checkpoint Team, Roving Patrol or Cops in Shops program shall conduct such programs in conformance with operational briefings.
7. In order for the DUI Checkpoint Teams, Cops in Shops or DUI Roving Patrols to conduct any activity in a Municipality, it must obtain the permission of the particular police chief or his duly authorized representative in the Municipality

wherein the Teams, Patrols or Cops in Shops are operating, except as set forth under 42 Pa. C.S. 8953 .

8. Any police chief of a Municipality or a duly authorized representative may request assistance through the Centre County DUI Checkpoint Coordinator's Office for the assignment of a DUI Checkpoint Team, the initiation of a Roving DUI Patrol, or a Cops in Shops program
9. While in a Municipality, a DUI Checkpoint Team, Cops in Shops or Roving DUI Patrol is under the general supervision of the chief of police of that Municipality.
10. All vehicles utilized by DUI Checkpoint Teams, Cops in Shops or Roving DUI Patrols which are registered, owned or insured by one of the Parties, shall be operated only by its employee, except in brief and/or exigent circumstances. The mutually funded DUI Checkpoint Trailer may be towed by any Officer deemed qualified by the Checkpoint Coordinator or the owning agencies police chief.
11. All overtime work performed by the DUI Checkpoint Teams, Cops in Shops or supplemental patrols shall be approved by the Centre County DUI Checkpoint Coordinator and reimbursed to the Parties by the Grant Administrator. No payments will be made directly to the Officers participating in the DUI Checkpoint, Cops in Shops or Roving Patrols.
12. Services performed and the expenditures incurred under this agreement shall be deemed for public and governmental services and all immunities from liabilities enjoyed by the participating Municipality within its boundaries shall extend to its participation in services performed outside its boundaries.
13. In the event an operation by a DUI Checkpoint Team, Cops in Shops or DUI Roving Patrol shall result in a third-party claim, suit or loss, the Parties whose Officers participated in such operation shall indemnify and save harmless the remaining Parties to this agreement from such claim, suit or loss as it relates to the activities of such Party.
14. Public liability insurance for both bodily injury and property damage liability covering the vehicles of their Officers while on duty in the territorial limits of any of the Municipalities shall be obtained by the Municipality or the County owning such vehicles.

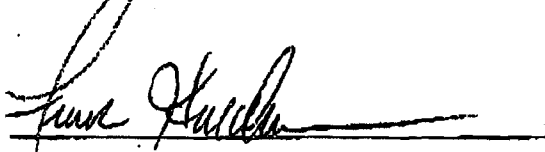
- 15. Withdrawal from this agreement by any Municipality or the County shall not terminate this agreement among the remaining Parties. Withdrawal from this agreement shall be effective upon adoption of an ordinance approved by the party's Board or Council and written notice to the Centre County District DUI Checkpoint Coordinators' Office of not less than seven (7) days and setting forth the date of its termination. A copy of said notice shall, concurrently, be sent to all other Parties.
- 16. A party may enter into this agreement by ordinance of its governing body and duly authorized execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the date first set forth above.

ATTEST:

  
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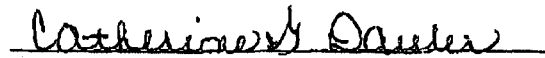
BOROUGH OF BELLEFONTE

  
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ATTEST:

  
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BOROUGH OF STATE COLLEGE

  
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ATTEST:

  
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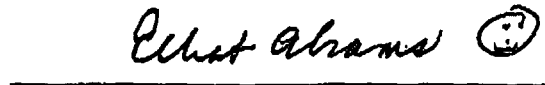
TOWNSHIP OF FERGUSON

  
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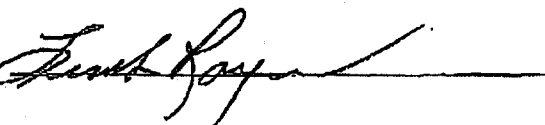
TOWNSHIP OF PATTON

  
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ATTEST:

  
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TOWNSHIP OF SPRING

  
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ATTEST:

COUNTY OF CENTRE

Tammy TBoga 2/2/07

[Signature] 2/2/07

Approved by the parties as follows:

Party	Date	Ordinance #
Borough of Bellefonte	<u>8/07/2006</u>	<u>1203</u>
Borough of State College	<u>7/17/2006</u>	<u>1847</u>
Township of Ferguson	<u>8/07/2006</u>	<u>866</u>
Township of Patton	<u>8/16/2006</u>	<u>2006-473</u>
Township of Spring	<u>8/07/2006</u>	<u>2006-02</u>
County of Centre	<u>9/14/2006</u>	<u>2 of 2006</u>