

RESOLUTION R-2008-04

BE IT RESOLVED, by authority of the HOPEWELL TOWNSHIP
(Name of governing body)
BOARD OF COMMISSIONERS of the TOWNSHIP OF HOPEWELL
(Name of Municipality)
BEAVER County, and it is hereby resolved by authority

of the same, that the President, Board of Commissioners of said Municipality,
(designate official title)

Authority be authorized and directed to sign the attached agreements on its behalf.

ATTEST

Gerald G. Orsini Manager
(Signature and designation of official title)

HOPEWELL TOWNSHIP
(Name of Municipality)

By: Chuck Piroli
(Signature and designation of official title)

Gerald G. Orsini, Township Manager
Print or type above name and title

Chuck Piroli, President
Print or type above name and title

(SEAL)

I, Chuck Piroli, President
(Name) (Official title)
of the Board of Commissioners, Hopewell Township, do hereby certify that
(Name of governing body or municipality)

the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners,
(Name of governing body)

held the 25th day of February, 20 08.

DATE: 02/25/08, 20 08

Chuck Piroli
(Signature and designation of official title)

Chuck Piroli, President
Print or type above name/title

MUNICIPAL POLICE COOPERATIVE AGREEMENT

THIS AGREEMENT, made this 25th day of February, 200⁸, among the municipalities of Hopewell Township, City of Aliquippa, Center Township, New Brighton Borough, South Beaver Township, Independence Township, Raccoon Township, Potter Township, South Heights Borough, Beaver Borough, Freedom Borough, Baden Borough, Conway Borough, New Sewickley Township, Monaca Borough, Brighton Township, Industry Borough, Ohioville Borough, Midland Borough, Vanport Township, Rochester Borough, Economy Borough, Ambridge Borough, North Sewickley Township, Marion Township and Franklin Township,

WITNESSETH THAT:

WHEREAS, the respective municipalities are authorized by law to enter into a joint contract for mutual police aid and assistance; and

WHEREAS, increasing population and the common problem of driving under the influence have tended to obliterate municipal boundaries in its enforcement of laws in Beaver County, Commonwealth of Pennsylvania, and;

WHEREAS, there is an urgent need for uniformity and continuity in the enforcement of such laws in Beaver County and;

WHEREAS, Beaver County is an area of several police forces, each operating independently, and;

WHEREAS, Police officials of the aforementioned communities have manifested a genuine interest in safer communities through improved police service, and;

WHEREAS, the aforementioned municipalities have determined that the provision of Mutual Police Aid across jurisdictional lines will increase their ability to enforce the driving under the influence and to preserve the safety and welfare of the entire area, and;

WHEREAS, those same police officials desire a functional police program that contains the components of good police service, and;

WHEREAS, it is desired by the signatory municipalities to enter into an agreement for the purpose of having available for use throughout the territorial limits of all municipalities signing this mutual, joint agreement, the services of police employed by any and all of the said municipalities, under the conditions set forth and in compliance with Municipal Police Jurisdiction 42 PA C.S.A., and;

WHEREAS, cooperation among municipalities in the exercise and performance of their governmental powers, duties and functions is authorized by the various acts of the General Assembly, to wit: 42 PA C.S.A. et al, and;

NOT THEREFORD, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise and agree with each other as follows:

MUNICIPAL POLICE COOPERATIVE AGREEMENT


1. That all municipal boundaries of parties entering this agreement shall remain in full force and effect with the understanding and agreement that police officers of the signatory municipalities shall have all the powers and authorities conferred by law on the police in whatever municipality they may be involved. [42 PA C.S.A. 8953(a)(4)].
2. That the signatory municipalities have established a County DUI task force program to coordinate DUI enforcement and prosecution activities.
3. The municipalities intend to participate in and use a necessary part of these DUI activities.
4. Any employee of a party to this Agreement shall remain an employee of his or her employer for the purposes of any activity under this Agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance and other incidents of employment except as provided herein.
5. That 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 service under this agreement.
6. That each municipality shall save harmless other municipalities to this Agreement from all claims by third parties' suits, damages and losses, including costs, expenses and attorneys' fees incident to or resulting from any injury to any person or damage to property which may arise out of the rendering of police services under this Agreement; and further, that public liability insurance for both bodily injury and property damage liability covering police vehicles while on duty in the territorial limits of any of the participating municipalities shall be obtained by the individual signatory municipalities.
7. The parties hereto agree that any participating municipality may withdraw at any time from the within agreement providing for joint police service, by giving notice in writing to each of the other municipalities which are parties to the within agreement.
8. The parties hereto agree that the term of this agreement shall be consistent with availability of funds through a grant furnished by the Pennsylvania Department of Transportation, and furthermore that this agreement shall become null and void upon expiration of said funds.

MUNICIPAL POLICE COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its authorized officer or officers thereon the day and year first above written.

ATTEST:

HOPEWELL TOWNSHIP



Manager