

**TOWNSHIP OF ALLEGHENY
WESTMORELAND COUNTY, PENNSYLVANIA**

ORDINANCE NO. 01-2020

AN ORDINANCE OF THE TOWNSHIP OF ALLEGHENY, WESTMORELAND COUNTY, PENNSYLVANIA, AUTHORIZING ITS JOINDER AND PARTICIPATION IN AN INTERGOVERNMENTAL POLICE MUTUAL AID AGREEMENT WITH OTHER MUNICIPALITIES FOR THE TRAINING, DEPLOYMENT, AND COMPENSATION OF SPECIALLY TRAINED OFFICERS FOR THE PURPOSE OF RESPONDING TO POLICE EMERGENCY SITUATIONS IN ANY AUTHORIZED JURISDICTION PROVIDED FOR IN THIS ORDINANCE AND PROPOSED INTERGOVERNMENTAL AGREEMENT.

WHEREAS, all Municipalities are authorized by the laws of the Commonwealth of Pennsylvania to enter into joint intergovernmental agreements for Mutual Police Aid and assistance; and

WHEREAS, providing Mutual Police Aid extending across Municipal boundaries promotes the health, safety, and welfare of the citizens of the Municipalities; and

WHEREAS, Allegheny Township and several other Municipalities have determined that a need exists for a Mutual Police Aid Agreement in Critical Emergency Response situations to deploy Specially Trained Officers in such situations; and

WHEREAS, these Municipalities, with support of the District Attorney of Westmoreland County, desire to provide well-trained Special Tactical Officers to respond to police emergency situations in jurisdictions where there exists a written Police Mutual Aid Agreement among participating Municipalities; and

WHEREAS, Allegheny Township desires to enter into an intergovernmental cooperation agreement with the following participating Municipalities, WASHINGTON TOWNSHIP, CITY OF NEW KENSINGTON, CITY OF LOWER BURRELL, the TOWNSHIP OF UPPER BURRELL, the MUNICIPALITY OF MURRYSVILLE, the BOROUGH OF VANDERGRIFT, all

of which are identified in the accompanying document captioned Mutual Aid Agreement, incorporated herein as Exhibit A; and

WHEREAS, it is the desire of the Participating Municipalities to enter into the proposed Mutual Aid Agreement for the purpose of having available for use throughout the territorial limits of the respective Participating Municipalities, the services of Specially Trained Police Officers (STOs) employed by the signatory Participating Municipalities under the conditions recited in the Ordinance and Mutual Aid Agreement, as hereinafter set forth; and

WHEREAS, by enacting this Ordinance, Allegheny Township hereby approves the proposed Mutual Aid Agreement with the Participating Municipalities. This approval authorizes Allegheny Township to undertake and receive STO police activities in accordance with SWAT-STO policies and procedures set forth in the Mutual Aid Agreement and this Ordinance, as authorized by State Statute: Title 42, Judiciary and Judicial Procedure, Chapter 89-Commencement of Proceedings; Section 8953, Statewide Municipal Police Jurisdiction; and Title 53, Sections 2301 through 2316, pertaining to Intergovernmental Cooperation.

NOW, THEREFORE, by the Board of Supervisors of Allegheny Township, **IT IS HEREBY ORDAINED AND ENACTED** by authority of the same for Allegheny Township, pursuant to the above-mentioned statutory authority, to join in the Mutual Aid Agreement to utilize Interagency SWAT trained Officers, as follows:

SECTION 1. Authority to Execute the Mutual Aid Agreement.

The Chair of the Allegheny Township Board of Supervisors is authorized and directed on behalf of Allegheny Township to execute the Mutual Aid Agreement, attached hereto as Exhibit A. The appropriate officers of the Township are authorized to do whatever is reasonable and necessary to carry out the provisions of this Ordinance and Agreement.

SECTION 2. Declaration of Purposes and Objectives

The preambles to this Ordinance are incorporated herein as a declaration of the purposes and objectives of Allegheny Township for enacting this Ordinance and approving the accompanying Mutual Aid Agreement and receiving Mutual Police Aid, specifically, the services of Specially Trained Officers (STOs)

employed by the Participating Municipalities under the conditions recited in this Ordinance and Mutual Aid Agreement.

SECTION 3. Terms and Conditions of Agreement

The terms and conditions of the Mutual Aid Agreement are detailed in the various Articles and recited in summary herein, with the full particulars set forth in the Mutual Aid Agreement, Exhibit A.

A. The Organization, Structure, and Procedures

1. Article I of the Mutual Aid Agreement provides that all participating STOs shall abide by regulations established in the SWAT-trained Officer's Policy and Standard Operating Procedures Manual as the primary policy governing interagency organization and operation. Individual department policies on use of force and other standard operation procedures remain the governing general order directing individual personnel.
2. STOs shall operate under the direction of an Administrative Oversight Committee (AOC), which is comprised of three (3) Police Chiefs from the Departments of the Participating Municipalities, identified as the Participating Police Agency for purposes of election of the AOC. Appointment to the AOC shall be in accordance with the provisions of Article I, provided, however, that the initial AOC shall be comprised of the current New Kensington Police Chief, the Lower Burrell Police Chief, and the Murrysville Police Chief, who shall so act until December 31, after the teams second (2nd) full year of existence. Thereafter, the participating Police Department Police Chiefs of the Participating Municipalities shall comply with the provision of the Agreement for the appointment of the AOC, unless a vote of Membership Police Agency Body is specified by regulation.
3. Allegheny Township's enactment of this Ordinance shall not be deemed or later construed as a delegation or waiver of its legislative authority or power to enact future Ordinances or Regulations, alone or in conjunction which varies the above-mentioned appointment and election process, or to exercise its

right to withdraw as a Participating Municipality from the Mutual Aid Agreement.

B. STO Complement

1. Article II of the Mutual Aid Agreement provides that a Participating Police Agency shall not exceed twenty (20%) percent of the total number of full-time, sworn officers in the parent agency, subject to certain prescribed limitations and limited exception, and contemplated assignment of a Unit Commander and various assigned leadership positions thereunder.
2. Regardless of a STO's position of responsibility with the SWAT team organizational structure, or command level or participation role during the conduct of operation, the sworn STO officers shall remain the responsibility of their Participating Municipality for compensation (salary), overtime, employee benefits, workers' compensation, and liability insurance.
3. The STO(s) member shall remain subordinate in all respects to the overall control and management of their employing Chief of Police, or members of his/her formal chain of command, policies, procedures, rules and regulations. During the STO's temporary assignment to the STO mutual aid group, they will be subject to the authority and command of the Unit Commander.

C. Training

1. Article III of the Mutual Aid Agreement provides that STOs will train a minimum of one eight (8) hour days per month as a group.
2. Training shall be approved and administered by the Unit Commander at the direction of the AOC, and at the expense of the employing Participating Municipality.

D. Individual-Operator Equipment

1. Article IV of the Mutual Aid Agreement provides that the Participating Municipality shall be responsible to provide at its sole expense the recommended basic equipment for its STO(s).

E. Jointly-Owned Equipment/Maintenance Costs

1. Article V of the Mutual Aid Agreement provides initial equipment purchases and existing equipment maintenance is to be achieved through an equitable sharing of costs among Participating Municipalities and sets for a formula for doing so as detailed in the Mutual Aid Agreement.
2. A Participating Municipality shall be responsible for replacing consumable equipment such as munitions, fuel, etc. within (15) days of its deployment.
3. Each participating Municipality shall be responsible to appropriate in its annual budget an amount for said anticipated expenditures. The amount of the annual appropriation will be determined by the Board of Supervisors.

F. Deployment and Compensation

1. Article VI of the Mutual Aid Agreement sets forth the controlling policy to be followed for deployments within and outside of any Participating Municipalities' jurisdictional area.
2. The Unit Commander or his designee should first be consulted on the appropriateness of a STO deployment for compliance with the controlling defined mutual aid policies.
3. Deployment requests by a non-Participating Municipality must be authorized by the AOC.

G. Incident Command

1. Article VII of the Mutual Aid Agreement provides for retention of the incident command by the Chief or the Chief's designated

equivalent of the Participating Municipality where the STOs are deployed.

2. Provisions are further set forth for operation control of STOs by the Unit Commander.

H. **Records**

1. Article VIII of the Mutual Aid Agreement provides for the preparation of all STO trainings and mutual aid deployments, and generation of records as required by established policy. The responsibility for doing so and for the retention of the same is also established in the Mutual Aid Agreement.

I. **Collective Bargaining Agreement (CBA) Waiver**

1. Article IX of the Mutual Aid Agreement states that collective bargaining agreements are waived to prevent adverse impact on the administration and operation of the STOs.
2. Allegheny Township will honor Article IX of the Mutual Aid Agreement, only insofar as the waiver does not violate any provision of a binding collective bargaining agreement that is now in force and/or does not violate any applicable state or federal labor law.
3. If the collective bargaining waiver is, for any reason, determined to be illegal or invalid, such illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance.

J. **Expansion**

1. Article X of the Mutual Aid Agreement contemplates an enlargement of the participating law enforcement members, upon recommendation of their Chief of Police, with final approval being made by the AOC.

K. Term of Agreement

1. Article XI of the Mutual Aid Agreement provides that the Mutual Aid Agreement has no expiration date. However, if any Police Agency wishes to discontinue providing STO for mutual aid purposes, the Chief of Police or responsible member of the Participating Police Agency shall provide sixty (60) days advance written notice to the AOC.
2. Allegheny Township has granted approval to join in the Mutual Aid Agreement, and reserves the right to withdraw from the same by enacting an Ordinance to rescind and withdraw from the Mutual Aid Agreement. In doing so, Allegheny Township will comply with the sixty (60) day advance notice requirement, and payment of all valid and outstanding obligations due to AOC.

L. Indemnification

1. Article XII of the Mutual Aid Agreement sets forth that each Participating Municipality shall provide and maintain insurance coverage for its police officers and remain responsible for their officers' actions and activities while providing mutual aid assistance, subject to and without waiver of immunities and limitations of liability set forth in the Political Subdivision Tort Claims Act.
2. Each Participating Municipality shall provide a Certificate of Insurance to the AOC Records Custodian.
3. Each Participating Municipality further agrees to indemnify and hold harmless the other Participating Municipalities for any and all loss, claims, damages, or injury done to person or property as provided for in Article XII.
4. Allegheny Township shall comply with the above-mentioned provisions of the Mutual Aid Agreement. However, Allegheny Township limits and conditions its indemnification commitment to the extent of available liability insurance coverage consistent with the minimum amount as may be

recommended or prescribed by the AOC for all Participating Municipalities, or any excess amount maintained by Allegheny Township over the said minimum amount in force at the time of the purported claim.

M. Manner and Extent of Financing Agreement

1. The Mutual Aid Agreements contemplates the expenditure of funds in a variety of situations, including but not limited to: (i) the purchase of basic equipment of local STO police officers under Article IV, (ii) the compliance with Minimum Training requirements under Article III, (iii) the timely replacement of consumables such as munitions, fuel, etc., the equitable sharing of joint ownership of initial equipment purchases and the maintenance thereof in accordance with a controlling formula as recited under Article V.
2. Allegheny Township anticipates annual expenditures associated with its commitments under the Mutual Aid Agreement. To this end, the Chief of Police shall annually submit to the Board of Supervisors a recommended appropriation, in itemized form, for the Township's financial commitment to the Mutual Aid Agreement. The amount annually appropriated for expenditures related to the Mutual Aid Agreement will be determined and set by the Board of Supervisors.

N. Real and Personal Property

1. Article IV of the Mutual Aid Agreement provides that a STO's basic equipment shall be purchased by and owned by each Participating Municipality at its sole expense, subject to any controlling competitive bidding requirements under State Law or applicable local government code.
2. Article IV of the Mutual Aid Agreement also envisions purchase of joint ownership of initial equipment, and to such extent an insurable interest would exist in the Participating Municipalities. The proportional acquisition costs, maintenance, and insurance cost shall be determined and shared in accordance with the controlling formula under Article V.

3. No real estate purchase is contemplated in the Mutual Aid Agreement. No purchases of real estate are authorized by this Ordinance.
4. Titling and Insurance coverage on jointly owned assets shall be subject to further review by the Allegheny Township Chief of Police and Board of Supervisors in order to protect Allegheny Township's ownership interest and protection against any potential liability claim on the use thereof. A determination of insurance policy(s) coverage and expense for same will be addressed at that time.

O. Contracts for Policies of Group Insurance and Employee Benefits

The Mutual Aid Agreement provides throughout its various Articles that a Participating Municipality shall at all times be responsible for payment of compensation, salary, benefits, retirement, insurance, etc., and for all liability insurance coverage. Accordingly, this Ordinance extends no contract power hereunder or in the Mutual Agreement.

SECTION 4.

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Allegheny Township Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

SECTION 5.

All ordinances or resolutions or parts of ordinances or resolutions not in accordance with this Ordinance are hereby repealed insofar as they affect this Ordinance.

SECTION 6.

This Ordinance shall take effect immediately.

ORDAINED AND ENACTED this 13 day of April, 2020.

TOWNSHIP OF ALLEGHENY

By: *Kathryn Starr*
CHAIRMAN

ATTEST:

Gregory A. Orr
Secretary

(SEAL)

Mutual Aid Agreement to Utilize Interagency SWAT Trained Officers

This **AGREEMENT** made and entered into this 13 day of April, 2020 by and between the Township of ALLEGHENY, the City of NEW KENSINGTON, the City of LOWER BURRELL, the Township of UPPER BURRELL, the Municipality of MURRYSVILLE, the Township of WASHINGTON, and the Borough of VANDERGRIFT for the establishment of interagency availability of specially trained SWAT Trained Officers (STOs).

WHEREAS, these municipalities, with support from the District Attorney of Westmoreland County, desire to provide well-trained tactical officers to respond to police emergency situations in jurisdictions where this mutual interagency agreement has been established, or in any jurisdiction authorized by this agreement and in accordance with Pennsylvania Title 42 Pa. C.S. §8953 Statewide Municipal Police Jurisdiction; and

WHEREAS, these specially trained STOs are police officers from existing city, borough, township, and municipal police departments as set forth in the agreement, who are tasked to work together in critical emergencies; and

WHEREAS, the aforementioned officers as appointed through the procedures established by the terms of this mutual aid agreement, pursuant to the statutory authority established by Pennsylvania Title 42 Pa. C.S. §8953 Statewide Municipal Police Jurisdiction and the uniform policies, adopted by each participating municipality, which direct the actions of these officers; and

WHEREAS, the aforementioned appointment and designation of STOs is for unified command and jurisdictional purposes only, with all other employment aspects, including salary, benefits, overtime, workers' compensation, and liability insurance to be borne by the municipality of which the officer is police officer employee; and

WHEREAS, the Municipalities identified by the agreement desire to provide aid to each other by providing STOs for mutual interagency duty during critical public safety emergencies and specifically desire to set forth the understanding between the parties concerning this relationship.

NOW THEREFORE, in consideration of the mutual promises and mutual covenants herein contained, intending to be legally bound, the aforementioned parties hereto agree as follows:

ARTICLE I

IMPLEMENTATION OF STOs

All participating police agencies recognize and agree to adopt and abide by the regulations established in the SWAT-Trained Officers' Policy and Standard Operating Procedures Manual. This manual shall be the primary policy that governs the interagency organization and operation of the STOs. Each individual participating police department's use of force policy and applicable and standard operating procedures shall remain the governing general order directing individual personnel.

The STOs operate under the direction of the Administrative Oversight Committee (AOC). The AOC is comprised of three (3) Police Chiefs from participating agencies. These members constitute the voting members for the participating police agencies unless a vote of the membership body is specified by regulation. One Chief will be designated to serve as the committee chairperson who will record and maintain the meeting minutes. The AOC will consist of the New Kensington Police Chief, the Lower Burrell Police Chief, and the Murrysville Police Chief until December 31st after the team's second (2nd) full year of existence. After that the AOC will be decided by a vote of the membership and shall include one Chief/Department Officer in Charge (OIC) from each of the participating Westmoreland County dispatch districts.

In the event of a tie vote, the New Kensington Police Chief shall appoint the district representative from the members receiving the same number of votes, regardless if they are seated on the AOC at the time, as they are the longest tenured agency utilizing STOs.

The AOC directs the organization and operation of the STOs and will decide mutual aid issues during, at minimum, bi-annual meetings where all participating Chiefs/OICs will be expected to attend, but not mandated. Decisions related to

mutual aid business and direction for the STOs will be made by majority vote of the AOC. Records of AOC meetings, including the recording of votes, authorization to approve funding for purchases, and other discussions related to administering the use of the STOs will be kept through written meeting minutes, and will be available to the Chief/OIC of all participating agencies.

ARTICLE II

STO COMPLEMENT

Agency participation in the law enforcement aspects tasked to the STOs, which includes operational leadership personnel, tactical operators, and snipers/observers shall not exceed twenty percent (20%) of the total number of full-time, sworn officers in the parent-agency (rounded to the nearest whole number through standard rounding practices (.001-to-.499 rounds down/ .500 and greater rounds up)). Each participating agency shall have at least one member regardless of the complement formula. Additional agency personnel beyond the 20% complement may serve as crisis/hostage negotiators. Part-time officers are not eligible to serve during interagency mutual aid deployments. In no instance shall a Chief or Department OIC be permitted to serve as an STO during mutual aid deployments due to potential command conflicts that may be present during a deployment in the Chief/OIC's home jurisdiction. The complement of STOs may be modified by the vote of the participating agency Chief/OICs. The Administrative Oversight Committee shall have the final determination when the participating Chiefs cannot agree.

Exception: This does not include the agencies of New Kensington and Lower Burrell at the onset of the mutual aid agreement as their number of current STOS exceed this complement. However, these agencies should move toward compliance with this Article through normal staff attrition.

The STOs should be assigned as follows:

One (1) STO should be assigned as the Unified Commander, three (3) members should be assigned as Squad Leaders, three members should be assigned as Assistant Squad Leaders, one (1) member should be assigned as Sniper Leader, and the remaining officers will be assigned as STO Operators assigned to the

various squads. The Unified Commander shall assign STOs to various assignments with the STO mutual aid group. To facilitate the business of these officers, all participating agencies will assign one STO to serve as liaison to the Unified Commander to facilitate the exchange of all administrative communications to the STO personnel from the liaison's employing agency.

Regardless of any sworn member's mutual aid assignment, the sworn officer will remain the responsibility of their employing agency insofar as the payment of his/her compensation (salary), overtime, employee benefits, workers' compensation, and liability insurance is concerned. The member shall also remain, in all respects, subordinate to the overall control and management of their employing Chief of Police/Department OIC, any other officials in the member's formal chain of command, and the policies, procedures, rules, and regulation of the member's employing agency. That said, while on temporary assignment with the STO mutual aid group, the STO will be subject to the authority and command of the Unified Commander, or his designee, and said officer will abide by all applicable policies and procedures.

ARTICLE III

TRAINING

STOs will train at minimum one eight (8) hour day per month as a group when schedule and normal police operations permit. If necessary, the training time does not need to be taken in one session. Training shall be approved and administered by the Unified Commander at the direction of the AOC. The training schedule should be set annually with a minimum of 30 days notice required for individually scheduled training dates. STOs shall also be available by their employing agency for appropriate certification and testing procedures. The individual agencies shall be responsible for compensating their personnel for training and testing time that is necessary to maintain the STOs in a constant state of readiness to respond to mutual aid situations within the mutual aid coverage areas.

ARTICLE IV

INDIVIDUAL-OPERATOR EQUIPMENT

The individual employing agencies, at their sole expense, shall be responsible for providing the basic equipment required for their personnel to perform their role as STO. The Unified Commander should provide a list of recommended equipment and required equipment to be possessed by all STOs.

ARTICLE V

JOINTLY-OWNED EQUIPMENT/MAINTENANCE COSTS

Initial equipment purchases and existing equipment maintenance must be achieved through sharing costs among all participating mutual aid agencies. To establish an equitable framework by which to share all costs of equipment, maintenance, vehicle-fuel, vehicle-insurance, etc., the following formula will be utilized to determine each participating agencies financial responsibility to maintain mutual aid operation: Agency percentage-of-cost contribution (POCC) EQUALS the NUMBER of parent-agency sworn full-time members (as determined in Article II) DIVIDED by the NORMAL OPERATIONAL COMPLIMENT of sworn law enforcement members needed to facilitate mutual aid (excluding negotiator team members and the AOC members) multiplied by 100.

Eligible Department Compliments:

NKPD-20(4), MPD-20(4), LBPD-17 (3), ATPD-9 (2), WTPD-7(1), VDP-7(1), UBPD=2(1)

Total Normal Mutual Aid Compliment: 16 ((ex. LBPD 3 Officers/16 Officers =18.75% POCC)

Department Percentage-of-cost Contribution (POCC):

NKPD-25%, MPD-25 25%, LBPD-18.75%, ATPD-12.5%, WTPD=6.25%, VPD-6.25%, UBPD-6.25%

When consumable equipment, munitions, fuel, etc. is deployed in a participating agency's jurisdiction shall be financially responsible for replacing the consumable

equipment used during the deployment of STOs and related equipment within 15 days of the deployment.

All appropriations pursuant to this Article are subject to approval by the governing body of the participating municipality.

ARTICLE VI

DEPLOYMENTS AND COMPENSATION

The STOs and negotiators may be requested to deploy to incidents unfolding in any member agencies' jurisdictions at the discretion of that individual department's command staff. Mutual membership approval or AOC approval is not required for the mutual aid deployment of STOs. However, deployment requests should be for incidents that fall within the scope of the defined municipal policies, unless extenuating circumstances necessitate the activation of these officers. The OIC of the requesting agency shall first consult with the Unified Commander, or his designee, regarding the appropriateness to deploy STOs. Deployment for assistance requests from non-member agencies must be authorized by the AOC.

Again, because STOs are not employees of the AOC, the sworn STO will remain the responsibility of their employing agency insofar as the payment of his/her compensation (salary), overtime, employee benefits, workers' compensation and liability insurance are concerned for mutual aid deployment activities regardless of which municipality these officers are called to serve.

ARTICLE VII

INCIDENT COMMAND

Incident command shall be retained by the Chief/OIC/Command Staff Designee of the municipality where the STOs deploy. That Chief/OIC/Command Staff Designee shall be designated as the Top Commander (TOPCOMM). The TOPCOMM will ensure that the STOs' Unified Commander is briefed upon arrival at the command post. The Unified Commander will prepare the STOs for deployment and communicate the basic deployment plan to TOPCOMM for authorization. The Unified Commander shall retain operational command of the

actions of STO personnel, within the overall incident, and shall have the final decision on all deployment tactics and actions available to TOPCOMM. Due to the fluid and dynamic nature of critical incidents, once the STOs deploy, the Unified Commander shall have full operational control of the inner perimeter and STD movements.

ARTICLE VIII

RECORDS

The Unified Commander or his designee shall be responsible for making reports of all STO trainings and mutual aid deployments, and for generating records required by policy, this Mutual Aid Agreement, and the AOC. The AOC shall select one of its members to serve as the Records Custodian (RC). The Unified Commander shall forward a copy of all records to the RC regardless of which municipality the mutual aid occurred. The RC shall maintain the official copy of all mutual aid trainings, mutual aid deployments, and expense records, etc. All records shall be forwarded within one week of the training, deployment, etc. to the RC. Upon request, the RC will forward all incident/After-Action-Reports/ etc. generated by STO mutual aid operations to the appropriate requesting member-agencies' Chiefs/OICs.

ARTICLE IX

COLLECTIVE BARGAINING AGREEMENT (CBA) WAIVER

The STOs are law enforcement personnel employed by various Westmoreland County police agencies as identified in this agreement. STOs are volunteers who agree to serve communities outside of their employing municipal jurisdiction, and not employees of the AOC. Collective bargaining agreements govern the terms and conditions of employment of an individual police officer and his or her employing municipality. The AOC is not a party to any collective bargaining agreement.

Therefore, as mutual aid participation is voluntary and is a privilege, no participating agencies' collective bargaining agreements, either whole or in part, govern, or have any jurisdiction over any matter pertaining to the resolution of disputes made by individual officers related to their selection to, qualifications to

participation-in, performance record to sustain participation-in, and/or dismissal from this mutual aid group by the AOC, and are not subject to the terms or remedies set forth by the individual agencies' CBAs. As such, any officers seeking to volunteer for appointment to serve as a SWAT trained mutual aid officer waives any and all rights afforded to them under their agencies CBAs, including any and all other agreements, conditions of work, or benefit(s) officers enjoy through their employing agencies, whether the agreements, condition(s) of work, or benefit(s) is written, expressed, or implied, as they pertain to the officers selection to, participation in, or removal from this mutual aid group. Moreover, participating agencies and officers waive their rights to dispute or appeal any decisions of the AOC concerning an individual's selection, qualification(s), or dismissal from the mutual aid group through the employing agencies' CBAs, civil service regulations, grievance procedures, or Act 111 arbitration.

Article IX shall remain in force so long as the required waiver does not conflict with any state or federal labor statute, labor regulation, state or federal court decision, or other controlling law. In the event that a court or administrative agency determines that Article IX is contrary to law, said determination will not affect the validity of the Mutual Aid Agreement, and all other provisions of the Mutual Aid Agreement will remain in force.

***Exception:** The Mutual Aid Agreement in no way diminishes or affects the rights a police officer may have under a collective bargaining agreement with his or her employer. At all times, individual STO mutual aid members remain subject to all terms of employment impressed upon them by their employing agencies, including adherence to all employing agencies' policies, standards, and codes of conduct. Moreover, individual officers remain subject to all disciplinary action that may be imposed upon them by their employing agency while performing as, or as a result of performing as, a member of this group. As such, the individual officer's contractual, civil service, and Act 111 rights granted to them through agreements made with the employing agencies and by applicable local, state, and federal law(s) apply to any action taken against the officers by the employing agencies as a result of the officers' participation in this group.*

ARTICLE X

EXPANSION

The STOs may be expanded to include additional law enforcement/ EMS agencies upon the recommendation of participating agency Chief/OIC with the final approval being made by the AOC. An authorized civil authority and the head of any new agency wishing to join this mutual aid group must affirmatively execute the current Mutual Aid Agreement governing STOs operation. The manpower contribution from the potential new agency shall be determined by the AOC prior to accepting the new agency into the collective. Specific personnel shall be selected in accordance with established policies and procedures. No part-time officers shall be permitted to join the mutual aid group.

ARTICLE XI

TERM OF AGREEMENT

This agreement shall have no expiration. If any agency wishes to discontinue providing STOs for mutual aid purposes the Chief/OIC of the agency shall provide 60-days advanced written notice to the AOC that his/her agency will no longer provide mutual aid in this capacity. No previous financial contributions for shared expenses or jointly acquired equipment will be returned to the withdrawing agency. The AOC will make all applicable changes as directed by the Mutual Aid Agreement, and the Unified Commander will all necessary personnel changes to sustain mutual aid capabilities.

ARTICLE XII

INDEMNITY

The undersigned parties agree that inasmuch as the individual member municipalities will be providing health insurance coverage for their own officers and remain responsible for their member officer's actions and activities; and whereas the individual member municipalities will provide insurance for any liability occasioned by their respective officer's involvement while providing mutual aid in this capacity, and subject to and without waiver of immunities and

limitations of liability set forth in the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§8541, et seq., each party agrees to indemnify and hold harmless the other party from any and all loss, claim, damage, or injury done to person(s) or property, of whatever nature, or liability incurred by the other party as a result of the acts or omissions of the indemnifying party or its employees or agents in performing their respective duties and services pursuant to this Agreement, including claims of violations of either Pennsylvania or United States constitutional rights. Each party shall agree to name the other as an additional insured. The AOC records custodian shall annually secure certificate(s) of insurance from all municipalities having officers participating in this mutual aid capacity.

ARTICLE XIII

EXECUTION OF AGREEMENT

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

SEVERABILITY

In the event that a court or an administrative agency finds any Article, term or clause in this Agreement to be invalid, unenforceable, or illegal, that finding will not have any impact on other terms or clauses in the Agreement or the entire Agreement.

IN WITNESS WHEREOF, The Township of Allegheny has caused this Agreement to be executed by their duty authorized undersigned official.