

**TOWNSHIP OF SHENANGO
LAWRENCE COUNTY, PENNSYLVANIA**

RESOLUTION NO. 9 OF 2018

Lawrence County Critical Incident Response Team Agreement

This Agreement is made and entered into this 9th day of August, 2018, between and among the City of New Castle, Shenango Township, Neshannock Township, Ellwood City Borough, Wampum Borough, New Wilmington Borough, Wilmington Township, Union Township, Bessemer Borough, Mahoning Township, New Beaver Township, SNPJ, North Beaver Borough, Little Beaver Township, Enon Valley Borough, Wayne Township, Pulaski Township, Hickory Township, South New Castle Borough, Taylor Township, Volant Borough, Plain Grove Township, Scott Township, Slippery Rock Township, Perry Township, Ellport Borough, The Lawrence County District Attorney's Office, The Lawrence County Sheriff's Office, and the Commissioners of Lawrence County. These Pennsylvania Municipalities, Offices and Authorities are located in Lawrence County Pennsylvania and are hereinafter referred to as "Lawrence County Municipalities."

Whereas, the parties to this Agreement hereto are Pennsylvania municipalities, organized and existing under the law of the Commonwealth of Pennsylvania within the County of Lawrence;

Whereas, the parties hereto are geographically located in proximity to one another;

Whereas, the parties hereto desire to mutually cooperate in order to affect the joint purpose of participation in the Lawrence County Critical Incident Response Team, hereinafter referred to as "CIRT." The purpose and objective of CIRT is to respond to highly dangerous situations including, but not limited to, the service of high-risk warrants, barricaded gunmen, hostage rescue, riots, hazardous material incidents, natural disasters, protective service details, counterterrorism, active shooters, CBRNE incidents, acts of terrorism (domestic and international), and other activities and/or situations which require a highly trained and specialized law enforcement unit;

Whereas, authority is granted under the laws of the Commonwealth of Pennsylvania to provide police assistance outside the territorial jurisdiction of each municipality individually;

Now, therefore, in consideration of mutual covenants, the parties hereto agree as follows:

1. Each political subdivision shall be eligible to participate in CIRT and may provide funding for the organization, coordination, training and operation of CIRT in accordance with the terms and conditions of this Agreement;

2. It shall be the responsibility of the Chief of Police or Officer-in-Charge of each of the participating political subdivisions to report to the political subdivisions as to the operation, readiness and availability of the Lawrence County CIRT;
3. In the event of or the need for the service of high-risk warrants, barricaded gunmen, hostage rescue, riots, hazardous material incidents, natural disasters, protective service details, counterterrorism, active shooters, CBRNE incidents, acts of terrorism (domestic and international), and other activities and/or situations which require a highly trained and specialized law enforcement unit, the participating political subdivisions agree, upon proper request, to allow the designated officer or officers of that municipality to participate in the activities of the Lawrence County CIRT, either on an actual or standby basis. The extent of operational assistance to be furnished under this agreement shall be determined solely by the Commander of the Lawrence County CIRT;
4. Police officers from each participating political subdivision that are members of CIRT and performing CIRT related duties shall be under the direct supervision of the Chief of Police of the requesting political subdivision and under the operational command of the duly appointed CIRT Commander. Each officer shall be considered on duty during CIRT operations and/or training for purposes of insurance coverage;
5. Each political subdivision agrees to compensate its own officers participating in the Lawrence County CIRT in accordance with their individual collective bargaining agreements and police department policies;
6. Each political subdivision shall retain all of its present authority, appointment, discipline, removal, suspension, and the promotion of officers engaged as its employees;
7. All equipment, materials and supplies utilized by or issued to those officers acting pursuant to the provisions of this Agreement remain the property of the political subdivision which has purchased and paid for the same. Any equipment, materials or supplies purchased collectively shall remain in the possession of the Lawrence County CIRT and in the event that the team disbands, all political subdivisions will equally share in the proceeds from the sale of such items;
8. This Agreement shall continue in force and shall remain binding upon each of the participating political subdivisions until any such subdivision shall take action to withdraw. Withdrawal shall not be effective until (30) days has elapsed from the date of receipt of written notice sent by the political subdivision to the Lawrence County CIRT Commander; and
9. The withdrawal of any political subdivision or the failure of any political subdivision to ratify this Agreement shall not affect the validity of the Agreement as it applies to the remaining parties.


City of New Castle

By _____
Title _____

Ellwood City Borough

By _____
Title _____

Shenango Township

By 
Title SUPERVISOR - SECRETARY/TREAS.

Wampum Borough

By _____
Title _____

Neshannock Township

By _____
Title _____

New Wilmington Borough

By _____
Title _____

New Beaver Township

By _____
Title _____

South New Castle Borough

By _____
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SNPJ

By _____
Title _____

Scott Township

By _____
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North Beaver Borough

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Volant Borough

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Little Beaver Township

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Wilmington Township

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Enon Valley Borough

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Union Township

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Wayne Township

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Pulaski Township

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Hickory Township

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Taylor Township

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Bessemer Borough

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Mahoning Township

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Plain Grove Township

By _____
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Slippery Rock Township

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Title _____

Neshannock Township

By _____
Title _____

New Wilmington Borough

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Title _____

Perry Township

By _____
Title _____

Ellport Borough

By _____
Title _____

Lawrence County Sherriff's Office

By _____
Title _____

Lawrence County District Attorney's Office

By _____
Title _____

Lawrence County Commissioners

By _____

By _____

By _____