

**BOROUGH OF EAST PROSPECT
YORK COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2007 - 7

**AN ORDINANCE OF THE BOROUGH OF EAST PROSPECT
AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL
COOPERATION AGREEMENT WITH LOWER WINDSOR
TOWNSHIP TO PROVIDE POLICE SERVICES TO THE
BOROUGH OF EAST PROSPECT**

IT IS HEREBY ENACTED AND ORDAINED by the Borough Council of East Prospect Borough, York County, Pennsylvania, as follows:

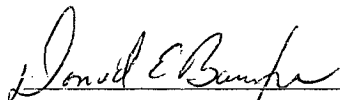
Section 1. The Borough Council of East Prospect Borough, York County, Pennsylvania is hereby authorized and directed to execute and deliver an Intergovernmental Cooperation Agreement attached hereto and entitled "An Agreement Transferring and Delegating the Governmental Function, Power and Responsibility of Providing Police Protection" (the "Agreement"). The specific terms, conditions and provisions of the Agreement are made a part hereof and a copy of the Agreement is attached hereto.

Section 2. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which personal property shall be acquired, managed and disposed of, are set forth in the attached Agreement.

ENACTED AND ORDAINED by the Borough Council of East Prospect Borough, York County, Pennsylvania, on December 4, 2007.

Attest:

BOROUGH COUNCIL OF EAST PROSPECT
BOROUGH

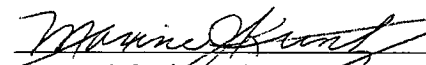


Donald E. Barshinger, Secretary

By: 

Blaine C. Garner, President

APPROVED on December 4, 2007.



Maxine J. Kuntz, Mayor

**AN AGREEMENT TRANSFERRING
AND DELEGATING THE GOVERNMENTAL
FUNCTION, POWER AND RESPONSIBILITY
OF PROVIDING POLICE PROTECTION**

THIS AGREEMENT, made this 1st day of November, 2007 by and between the TOWNSHIP OF LOWER WINDSOR, a municipality located in York County, Pennsylvania, with its office at 2425 Craley Road, Wrightsville, Pennsylvania 17368, hereinafter called "TOWNSHIP", and the BOROUGH OF EAST PROSPECT, a municipality located in York County, Pennsylvania, having its office at 28 West Maple Street, East Prospect, Pennsylvania 17317, hereinafter called "BOROUGH".

WHEREAS, TOWNSHIP operates and maintains the police force which provides police protection within the boundaries of Lower Windsor Township; and

WHEREAS, BOROUGH desires to have TOWNSHIP'S police force provide and perform police protection and law enforcement functions within the limits of the BOROUGH, and TOWNSHIP is willing to do so, on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by the Intergovernmental Cooperation Act of July 12, 1972, No. 180 (53 P.S. 481, et seq.).

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1. TOWNSHIP agrees to provide, through its Police Department, police protection and law enforcement within the corporate limits of BOROUGH, to the extent and in the manner hereinafter provided, and to that same extent, BOROUGH delegates and transfers its governmental function, power and responsibility relating to police protection and law enforcement to TOWNSHIP and TOWNSHIP accepts the same.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of a type coming within the jurisdiction of and customarily rendered by the Police Department of TOWNSHIP.

Except as otherwise hereinafter provided, the level of service shall be the same basic level of service that is provided for the incorporated area of the TOWNSHIP by said Township Police Department.

The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with the TOWNSHIP.

The TOWNSHIP agrees that in providing police services to the BOROUGH, all Township Police Officers will be trained in accordance with state and federal mandates.

ARTICLE 2. TOWNSHIP, through its Police Department, shall provide law enforcement services to BOROUGH as follows:

PATROL SERVICE:

- A. Enforcement of the Vehicle Code of the Commonwealth of Pennsylvania, which is now and hereinafter in effect.
- B. Enforcement of the Crimes Code of the Commonwealth of Pennsylvania, which is now and hereinafter in effect.
- C. Enforcement of the penal ordinances of the BOROUGH which are the same or similar in nature to those of TOWNSHIP now and hereinafter in effect.
- D. Patrol the BOROUGH streets to detect and deter criminal activity.
- E. Report, to the proper authority, hazardous conditions (i.e., holes in streets, street signs down, etc.), existing on BOROUGH streets or State Roads within the corporate limits of BOROUGH, which come to the police officers' attention.

INVESTIGATIVE SERVICE:

- A. Investigate reported criminal offenses, which occur within the BOROUGH.
- B. Investigate accidents occurring on highways within the BOROUGH.
- C. Respond to citizen's calls.
- D. Prosecute, when deemed appropriate, in the courts having jurisdiction, those persons believed to be responsible for criminal law, traffic law, and ordinance violations occurring within the BOROUGH.

ADMINISTRATIVE SERVICES:

- A. The Township Police Department shall establish and maintain a complete and up-to-date uniform police records system concerning all services rendered to the BOROUGH.
- B. Provide the Borough Council with a monthly police activity report setting forth an account of services rendered hereunder.
- C. Submit to the state and federal governments all required and necessary reports.
- D. Make recommendations to the Borough Council, if and when necessary, for the improvements of traffic and other regulations.
- E. During the term of this Agreement, and any extension thereof, the Mayor of East Prospect and the Chief of Police of Lower Windsor Township shall meet from time to time as needed to discuss matters relating to the police protection and law enforcement which is subject to this Agreement.

ARTICLE 3. For the purpose of performing said police functions and services, TOWNSHIP shall furnish all necessary supervision, equipment, communication facilities, supplies, and manpower necessary to maintain the level of service to be rendered hereunder.

ARTICLE 4. For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, every Township police officer engaged in performing any such service and function shall have all of the powers and authority conferred by law on Borough police while performing services for the BOROUGH.

ARTICLE 5. BOROUGH shall not be required to assume any liability for the direct payment of any salaries, wages or other compensation to any Township personnel performing services for said BOROUGH, or any liability other than that provided for in this Agreement.

ARTICLE 6. Except as herein otherwise specified, BOROUGH shall not be liable for compensation or indemnity to any Township officer or employee for injury or sickness arising out of his employment.

ARTICLE 7. The parties agree that the police officers of TOWNSHIP are employed by TOWNSHIP and under the exclusive supervision and control of TOWNSHIP, and TOWNSHIP agrees, as such employer, to be responsible for any acts and omission of such policemen while on duty in BOROUGH, to the same extent that TOWNSHIP may be responsible for such acts and omissions committed within TOWNSHIP, and agrees to indemnify and hold harmless BOROUGH from any such liability as an employer on account of such acts or omissions. TOWNSHIP agrees to maintain appropriate insurance protecting TOWNSHIP against liability for such acts and omissions to the extent deemed appropriate by TOWNSHIP.

ARTICLE 8. In the event of a dispute between the parties concerning the extent of duties and functions to be rendered, or concerning the level and manner of performance of such services, the parties agree to attempt to resolve any such dispute through a meeting and discussion of the representatives of both municipalities referred to in ARTICLE 2. ADMINISTRATIVE SERVICES: E., above.

TOWNSHIP will promptly investigate any such complaints of misconduct, negligence or incompetence on the part of Township police officers which are received in writing and sworn to, making findings relative thereto, take such remedial action as TOWNSHIP deems appropriate, which shall include, where appropriate, the alteration of police practices and providing officers with instruction in police techniques found deficient.

ARTICLE 9. This Agreement shall be for a term of three (3) years commencing on January 1, 2008 and continuing until December 31, 2010. Prior to September 30, 2010 either party may notify the other, in writing whether it wishes to negotiate a new agreement for the coming contract term or whether it wishes to terminate the provision of police services to BOROUGH by TOWNSHIP.

The parties agree that with a thirty (30) day notice prior to the end of the calander year, the TOWNSHIP or the BOROUGH can re-open the Agreement for consideration of changes to it.

ARTICLE 10. As consideration for the provision of police services to BOROUGH, BOROUGH shall pay to TOWNSHIP the annual sum according to the following fee schedule on or before January 15, April 15, July 15, and October 15, of the contract year.

2008 – \$23,333.00
2009 – \$26,666.00
2010 - \$29,999.00

ARTICLE 11. In addition, BOROUGH, agrees that the funds received from Foreign Casualty and Insurance Company tax (Act of May 12, 1943, P.L. 259, as amended, or any other act subsequently enacted) distributed to BOROUGH by the Commonwealth of Pennsylvania shall, if any, be paid by the BOROUGH to TOWNSHIP for the purposes authorized under such act governing the operation of the Police Pension Fund.

ARTICLE 12. This Agreement or contract shall become binding and in force upon the passage of the ordinance required by Section 5 of the Intergovernmental Cooperation Act, 53 P.S. 485, by both TOWNSHIP and BOROUGH, no later than 12:01 a.m., January 1, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their corporate seals affixed the day, month and year below written.

TOWNSHIP OF LOWER WINDSOR

BY: 

Board Of Supervisors

DATE: 11-1-2007

ATTEST:


Township Secretary

SEAL

BOROUGH OF EAST PROSPECT

BY: 

Borough Council

DATE: Dec 4, 2007

ATTEST:


Borough Secretary

SEAL