

Township of Paint
Somerset County, Pennsylvania

ORDINANCE NO. 2009-1

**AN ORDINANCE ADOPTING A JOINT MUNICIPAL AGREEMENT
BETWEEN THE TOWNSHIP OF PAINT AND BOROUGH OF BENSON
FOR THE TOWNSHIP TO PROVIDE POLICE PATROL, INVESTIGATIVE
AND ADMINISTRATIVE SERVICES IN AND FOR THE BOROUGH**

I. Background

- a. The Borough of Benson ("Borough") desires to provide adequate police protection and law enforcement for the citizens of the Borough and has determined it is advisable to contract with Paint Township ("Township") to obtain such services.
- b. Pursuant to the Borough Code, 53 P.S. § 46202(35), the Borough is permitted to contract with Paint Township for the Township to provide such police services and pursuant to the Second Class Township Code, 53 P.S. § 66904, Paint Township is permitted to provide such services to the Borough.
- c. The parties desire to enter into an agreement for such services February 1st, 2009, and the parties desire to have a fixed annual compensation to be paid through 2011.
- d. The Borough and Township are permitted to enter into joint agreements for municipal services pursuant to the Intergovernmental Cooperation Act, 53 P.S. § 2301, et seq., and specifically for police services pursuant to the Borough Code, 53 P.S. §46202(35), and the Township Code, 53 P.S. § 66507.

II. Now, therefore, be it ordained by this municipality, and it is hereby ordained, as follows:

- a. The background set forth above is incorporated by referenced.
- b. The above-mentioned agreement of February 1st, 2009, the compensation accepted by the parties for 2009, 2010 and 2011, as presented for action to this municipality ("Joint Municipal Agreement For Law Enforcement Services"), are hereby adopted, and this municipality shall be bound by same.

III. The conditions, duration, purposes, scope of authority, and financing arrangements of the agreement are:

- a. The Township will provide police patrol, investigative, and administrative services to the Borough of the same nature that the Township provides within the Township limits, as more particularly set forth in the Joint Municipal Agreement For Law Enforcement Services;
- b. services will be provided 24 hours a day, 7 days a week, on an on-call basis, subject to changes as agreed from time to time;
- c. the police will be employees of the Township, controlled by the Township, and the Township will be responsible for all wages and benefits and for all supplies, insurance, supervision, equipment and communications necessary, but the Borough will appoint and accept the Township police individually as required by law to give them full authority to act in the Borough the same as if they were Borough policemen;
- d. excluding State Police-generated fines, all Borough fine money will be divided fifty percent (50%) to the Borough and fifty percent (50%) to the Township;
- e. the Borough will pay the Township a fee determined annually (fixed at \$6,600.00 for 2009, \$7,200.00 for 2010 and \$7,200.00 for 2011. After year 2011 the fee will be fixed by the Township after consultation with the Borough; and,
- f. the Agreement is automatically renewed for each calendar year unless terminated by either party by September 30 of the prior year, or unless terminated by the Borough if the annual fee fixed by the Township is not acceptable.

- IV. The execution of any portion of the Joint Municipal Agreement For Law Enforcement Services by any Supervisor of the Township or officer of the Borough or Mayor is hereby ratified and confirmed, and Supervisors of the Township and the Borough officers and Mayor, as appropriate, are authorized to execute such agreements, resolutions, authorizations or other documents and take such actions and make such advertisements as may be necessary to adopt, ratify and affirm all or any portion of the Joint Municipal Agreement For Law Enforcement Services or to implement any of its provisions, and the signatures of such Township or Borough officials shall conclusively establish that the documents they sign are the documents referred to in or authorized by this Ordinance.
- V. This Ordinance shall be deemed a resolution for purposes of appointing and accepting as policemen of the Borough (so long as they are police employees of the Township) those individuals listed on Attachment A, which is incorporated herein by reference,

and Council is further authorized to adopt such resolution or resolutions as may be required from time to time to appoint and accept additional persons.

- VI. The Joint Municipal Agreement For Law Enforcement Services document as referred to herein shall be available for review by citizens of the Borough and Township prior to action being taken on this Ordinance.
- VII. All ordinances or parts of ordinances and/or resolutions or parts of resolutions inconsistent herewith are hereby repealed.

DULY ORDAINED AND ENACTED by this municipality this 20th day of Jan 2009.

TOWNSHIP OF PAINT

SOMERSET COUNTY, PENNSYLVANIA

[two (2) signatures required]

By *Dirk Bly* _____

Chairman

By *Robert Ward* _____

Vice Chairman

By *Jennifer L. Holsapple* _____

Secretary

[Township Seal]

ATTACHMENT A

Names of current police employees January 1, 2009:

Richard Skiles

John Rice

William Gephart

Amanda Tessari

Daniel Croyle

Edward Porada

Christopher Swartz

Stacey Burnosky

John Heming

Daniel Schrader

JOINT MUNICIPAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This **AGREEMENT** is made this 1st day of February, 2009, by and between the following municipalities:

Paint Township of Somerset County, Pennsylvania; and Benson Borough of Somerset County. The background of this agreement is as follows:

Benson Borough desires to have the police department of Paint Township perform law enforcement function within such borough and Paint Township is willing to render such services on the terms and conditions hereinafter set forth. This Agreement is entered into under the authority of the Intergovernmental Cooperation Act of July 12, 1972, No. 180 (53 P. S. 481, et. Seq.). This Agreement shall become binding and in force as to the municipalities when adopted as an ordinance by both Paint Township and Benson Borough, but no later than 12:01 a.m., February 1st, 2009.

The parties hereto, intending to be legally bound hereby, agree as follows:

1. Paint Township agrees, through its police department, to provide police protection within the corporate limits of Benson Borough to the extent and in the manner hereinafter set forth.

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 Paint Township.

Except as otherwise hereinafter provided, the level of service shall be that same basic level of service that is provided for the incorporated area of Paint Township by said police department.

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

In the event a question should arise between the parties concerning the extent of the duties and functions to be rendered hereunder, or concerning the level of performance of such service, the parties agree to attempt to resolve any such question through a meeting and discussion with the Paint Township Supervisors and the Mayor and/or Police Committee of Benson Borough.

2. Paint Township, through its police department, shall provide law enforcement services to Benson Borough as follows:

Patrol Service

- A. Enforcement of the Vehicle Code of the Commonwealth of Pennsylvania which is now and hereinafter enforced within the limits of Paint Township.
- B. Enforcement of the Crimes Code of the Commonwealth of Pennsylvania which is now and hereinafter enforced within the limits of Paint Township.
- C. Enforcement of the codes and ordinances of Benson Borough which are the same or similar in nature to those now and hereinafter enforced within the limits of Paint Township.
- D. Maintain periodic security checks of business establishments located within the limits of Benson Borough.
- E. Report hazardous conditions existing within the Benson Borough to the proper authority, (i.e., traffic lights out, holes in the highways, street lights out, etc.).

Investigative Service

- A. Investigate to a satisfactory conclusion all reported criminal offenses which are of a nature or similar in nature to those now and hereafter investigated within the limits of the Paint Township.
- B. Investigate accidents occurring on Benson Borough highways or within the Borough of Benson which are of a type or similar in nature to those now and hereafter investigated within the limits of Paint Township.
- C. Respond to citizen complaints and requests which are of a type and similar in nature to those now or hereafter responded to and investigated within the limits of the Paint Township.
- D. Prosecute, in the courts having jurisdiction, those persons believed to be responsible for criminal law, traffic law and ordinance violations occurring within Benson Borough.

Administrative Service

- A. The Paint Township Police Department shall establish and maintain a complete and up-to-date uniform police records system concerning all services rendered to Benson Borough.
- B. The Paint Township Police Department shall provide Benson Borough Council with a monthly and yearly police activity report setting forth an account of services rendered hereunder.
- C. The Paint Township Police Department shall submit to the state and federal governments all required and necessary reports, that are of a type similar in nature to those that are now or hereafter submitted by the Paint Township Police Department
- D. The Paint Township Police Department shall make recommendations to the Benson Borough Council, if and when necessary, for the improvement of traffic and other regulations.

3. For the purpose of performing said functions and services, Paint Township shall furnish and supply all necessary supervision, equipment, communications, facilities and supplies necessary to maintain the level of service to be rendered hereunder.
4. For the purpose of performing such services and functions, and the purpose of giving official status to the performance thereof, every Paint Township police officer engaged in performing any such service and function shall have all of the powers and authority conferred by law on Benson Borough while performing services for Benson Borough.
5. Benson Borough shall not be required to assume any liability for the direct payment of any salaries, wages or other compensation to any Paint Township personnel performing services hereunder for said Benson Borough, or any liability other than that provided for in this Agreement.
6. Except as herein otherwise specified, Benson Borough shall not be liable for compensation or indemnity to any Paint Township officer or employee for injury or sickness arising out of his employment.
7. The parties agree that the police officers of Paint Township are employed by Paint Township and under the exclusive supervision and control of Paint Township, and Paint Township agrees, as such employer, to be responsible for any acts and omissions of such policemen while on duty in Benson Borough, to the same extent that Paint Township may be responsible for such acts committed within Paint Township, and agrees to indemnify and hold harmless Benson Borough from any such liability as an employer on account of such acts or omissions. Paint Township agrees to maintain appropriate insurance protecting Benson Borough against liability for such acts and omissions to the extent deemed appropriate by Paint Township.
8. The parties agree that there shall be coverage of 24 hours a day, 7 days a week on call or better police services in Benson Borough and a complaint response will be maintained during those times when there are no active patrols in Benson Borough. If this Agreement shall be renewed, the number of hours set forth herein may be altered by the parties from time to time, depending on the needs of Benson Borough, by an executed addendum, without the necessity of amending this Agreement.
9. Benson Borough agrees to pay Paint Township for the services performed under this Agreement an amount of money based on the following formula:
 - A. The total Paint Township Police Department budget, less all costs deemed unnecessary for the delivery of police services to Benson Borough, shall be determined on an

annual calendar year basis in conformity with the usual practices of Paint Township. The total cost of Police service to Benson Borough for 2009 will be \$6,600, for 2010 and 2011 calendar year will be \$7,200 per year.

10. In addition, Benson Borough agrees that the funds received from the Foreign Casualty and Insurance Company tax (Act of May 12, 1943, P.L. 259, as amended, or any other act subsequently enacted) distributed to shall be paid by Benson Borough to Paint Township for the purposes authorized under such act governing the operation of the Police Pension Fund. **(THIS ABOVE SECTION DOES NOT APPLY TO THIS CONTRACT).**
- A. Fine Monies. Benson Borough shall receive one-half of fine monies after cost from citations written in Benson Borough in accordance with the ordinances of Benson Borough. One-half of all fine monies derived from violations of the Pennsylvania Vehicle or Crimes Code, or similar statutes, shall be remitted to Paint Township and the other half to Benson Borough.
- B. Additional Costs. Assignments in excess of the minimum required herein shall be only after consultation of Paint Township and Benson Borough regarding the need for additional services and the availability of the Paint Township Police to provide adequately for the protection of the residents of Paint Township as well as the residents of Benson Borough.
11. Term of Agreement. This Agreement shall be effective beginning January 1, 2009 through December 31, 2011, and annually thereafter unless terminated by either of the parties in accordance with this Agreement. Any modifications to this Agreement, including termination, for the next year shall be provided to the other party on or before September 30 of the effective year so that either party shall have sufficient time to review the proposed modifications prior to forming and approving the respective budgets of the parties.

Date: Jan. , 20 2009

By: [Signature]
President of Benson Borough

Attest: [Signature]
Secretary of Paint Township

Attest: [Signature]
Secretary of Benson Borough