

DALTON BOROUGH COUNCIL
FILE OF THE COUNCIL NO. 5
OF 2023

A RESOLUTION

A RESOLUTION RATIFYING AND APPROVING THE POLICE SERVICES AGREEMENT BETWEEN DALTON BOROUGH AND THE BOROUGH OF NICHOLSON PREVIOUSLY EXECUTED AND ENTERED INTO BY THE MAYOR OF DALTON, DALTON BOROUGH POLICE CHIEF AND BOROUGH COUNSEL PRESIDENT

WHEREAS, the Mayor of the Borough of Dalton, the Dalton Borough Police Chief and the Dalton Borough Council Public Safety Committee have recommended that Dalton Borough continues to provide police service into Nicholson Borough; and,

WHEREAS, Nicholson Borough has agreed to certain terms and conditions regarding the Police Service Agreement with Dalton Borough; and,

WHEREAS, the Police Services Agreement is entered into in accordance with Pennsylvania's Intergovernmental Cooperation Act 53 P.S. Section 2301 through Section 2315 and the provisions of the Municipal Police Jurisdiction Act 42 Pa. C.S.A. Section 8951, et seq., as amended; and,

WHEREAS, a copy of the recommended Police Service Agreement is attached to this Resolution as Exhibit A.

NOW THEREFORE, be it *RESOLVED* by the Council of the Borough of Dalton, Lackawanna County, Commonwealth of Pennsylvania, that the Police Services Contract negotiated and executed by Officials of Dalton Borough and the Borough of Nicholson is hereby approved and ratified in accordance with the terms and conditions set forth in the Agreement attached to the Resolution as Exhibit A.

SECTION 1. This Resolution or parts of this Resolution inconsistent herewith are hereby repealed.

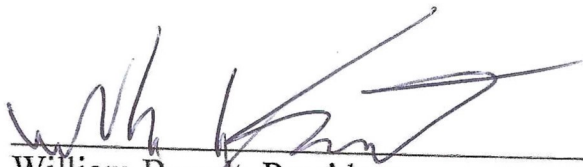
SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction,

such decision shall not affect any other section, clause, provisions or portion. The Borough reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 3. This Resolution shall become effective immediately upon adoption.

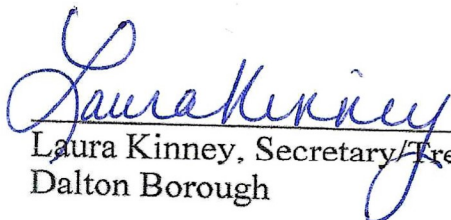
SECTION 4. This Resolution is enacted by the Council of the Borough of Dalton under the authority of the Act of Legislature, February 1, 1966, P.L. (1965) as re-enacted and amended May 17, 2012, P.L. 262, No. 94, 53 P.S. Section 43, known as the Borough Code and any other applicable law arising under the laws of the Commonwealth of Pennsylvania.

Approved the 12 day of January, 2023.



William Brandt, President
Dalton Borough Council

ATTEST:



Laura Kinney, Secretary/Treasurer
Dalton Borough



Aaron Holzman, Mayor
Dalton Borough

Passed by Dalton Borough Council the 12 day of January 2023,
Receiving the affirmative votes of Unanimous

Negative votes of 0

**Joint Municipal Agreement for
Law Enforcement Services**

This AGREEMENT is made this 5th day of December 2022, by and between the following municipalities:

The Borough of DALTON, of Lackawanna County, Pennsylvania (DALTON); and the Borough of NICHOLSON, of the Wyoming County, (NICHOLSON). The background of this agreement is as follows:

NICHOLSON desires to have the police department of Dalton perform law enforcement functions within NICHOLSON and DALTON is willing to render such services on the terms and conditions hereinafter set forth. This Agreement is entered into under the authority of the Pennsylvania Consolidate Statutes Title 53, Sections 2301 through Section 2315 enacted by the State Legislature in 1996.

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

1. DALTON agrees, through its police department, to provide police protection within the corporate limits of NICHOLSON 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 DALTON.

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 DALTON by said DALTON 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 DALTON. Notwithstanding the above, NICHOLSON shall designate a representative, who shall have the authority to coordinate police activities for the Borough of NICHOLSON.

In the event of a dispute 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 dispute through a meeting between one of the elected Borough Officials appointed by the governing body of NICHOLSON who shall first meet with the Chief of Police of DALTON BOROUGH. If the meeting with the DALTON BOROUGH Police Chief does not satisfactorily resolve the issue, then the Mayor of the Borough of DALTON and the elected member of Dalton Borough Council who is Chairperson of the Public Safety Committee will join the discussion in an effort to resolve the dispute.

2. DALTON, through its police department, shall provide law enforcement services to NICHOLSON 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 DALTON.
- B. Enforcement of the Crimes Code of the Commonwealth of Pennsylvania which is now and hereinafter enforced within the limits of DALTON.
- C. Enforcement of the police ordinances of NICHOLSON which are the same or similar in nature to those now and hereinafter enforced within the limits of DALTON.
- D. Maintain periodic security checks of business establishments located within the limits of NICHOLSON.
- E. Report hazardous conditions existing within NICHOLSON to the proper authority, (i.e., traffic lights out, holes in the highways, streetlights 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 DALTON.

B. Investigate accidents occurring on NICHOLSON highways or within NICHOLSON which are of a type or similar in nature to those now and hereafter investigated within the limits of DALTON.

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 DALTON.

D. Prosecute, in the courts having jurisdiction, those persons believed to be responsible for criminal law, traffic law, and ordinance violations occurring within NICHOLSON.

Administrative Service

A. DALTON Police Department shall establish and maintain a complete and up-to-date uniform police records system concerning all services rendered to NICHOLSON.

B. DALTON police department shall provide NICHOLSON with officer daily activity sheets as well as a monthly and yearly police activity report setting forth an account of services rendered hereunder.

C. DALTON police department shall submit to the state and federal governments all required and necessary reports, that are of a type or similar in nature to those that are now or hereafter submitted by DALTON police department.

D. DALTON police department shall make recommendations to NICHOLSON, if and when necessary, for the improvement of traffic and other regulations.

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

5. NICHOLSON shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to any DALTON personnel performing services hereunder for said NICHOLSON, or any liability other than that provided for in this Agreement.
6. Except as herein otherwise specified, NICHOLSON shall not be liable for compensation or indemnity due to any DALTON officer or employee for injury or sickness arising out of his employment.
7. The parties agree that the police officers of DALTON are employed by DALTON and under the exclusive supervision and control of DALTON, and DALTON agrees, as such employer, to be responsible for any acts and omissions of such policemen while on duty in NICHOLSON, to the same extent that DALTON may be responsible for such acts committed within DALTON, and agrees to indemnify and hold harmless DALTON from any such liability as an employer on account of such acts or omissions. DALTON shall be responsible for maintaining adequate insurance coverage for personal injury and property damage, and coverage under Workmen's Compensation and applicable employee benefit laws. DALTON agrees to name NICHOLSON as an additional named insured on its Police Liability Policy. The limit of liability for each policy shall be a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate. The cost of any insurance otherwise payable to DALTON by NICHOLSON, including the cost contemplated in 72 P.S. 2263.2a, have been incorporated into the hourly fee established at paragraph 9 below.
8. The parties agree that there shall be initially scheduled a minimum of thirty (28) hours of police services per week exclusively in NICHOLSON and a complaint response will be maintained on an availability basis during those times when there are no active patrols in NICHOLSON. Because of the unpredictability of criminal activity and/or need of emergency services both DALTON and NICHOLSON are cognizant of the difficulty in maintaining a twenty-eight (28) hour per week schedule. Therefore, both governing bodies understand the need for flexibility. To that end, the Police Department shall track its services for NICHOLSON on an ongoing basis and when necessary or prudent shall limit or expand the frequency of routine patrols so that on average over a quarterly (13 week) period it has supplied NICHOLSON with 364 hours of police services.

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 NICHOLSON, by an executed addendum, without the necessity of amending this Agreement.

9. NICHOLSON agrees to pay DALTON for the services performed under this Agreement an hourly fee of \$43.50 per hour for year 1 (Jan. 1, 2023- Dec. 31, 2023) increasing to \$45.00 per hour for year 2 (Jan. 1, 2024 - Dec. 31, 2024) with this contract ending on December 31, 2024. NICHOLSON agrees to pay all court pay and overtime pay that arise pursuant to arrest and prosecution of offenders in NICHOLSON that occur outside the normal 28-hour schedule at the rate of \$45.00 per hour. The hourly fee for any extension of this contract shall be increased at the discretion of Dalton by an amount of 4% each year. The increase in the hourly fee shall take effect on January 1st of each year. The proposed increase will be communicated to NICHOLSON by DALTON on or before the first Monday in September.

NICHOLSON shall receive a pro rata credit for any grant funds received by DALTON related to police officer salaries, that is in any way attributable to DALTON supplying police services to NICHOLSON.

10. The parties hereto specifically agree and understand that there is no consolidation of police officers employed by the two parties provided for under this Agreement, that DALTON is not receiving or accepting any police employees of NICHOLSON, and that the discharge of or other disposition of any police officers heretofore employed by NICHOLSON is the sole responsibility of NICHOLSON.

11. Both parties to this Agreement recognize that the resources of the Dalton Borough Police Department are limited and that there may arise occasions where police officers are off duty or otherwise unavailable. In those circumstances, the Pennsylvania State Police will provide supplementary police protection.

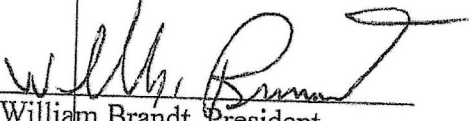
12. Real or personal property acquired by DALTON for or by its police department shall be acquired in the name of DALTON and managed, licensed, insured and disposed of

through the practices and procedures regularly followed in that Borough.


13. The term of this Agreement shall extend through December 31, 2024. The Parties will meet on or before October 1, 2024 to discuss terms of renewal or extension of the Police Services Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the date aforesaid, after authorization by Ordinance of DALTON BOROUGH and NICHOLSON BOROUGH, enacted as aforesaid.

Borough of DALTON

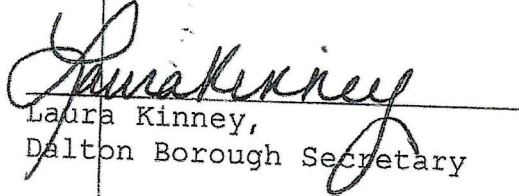


William Brandt, President
Dalton Borough Council



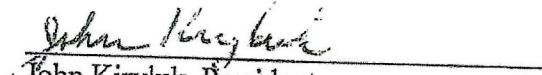
Aaron Holzman, Mayor
Dalton Borough

Attest:




Laura Kinney,
Dalton Borough Secretary

Borough of NICHOLSON

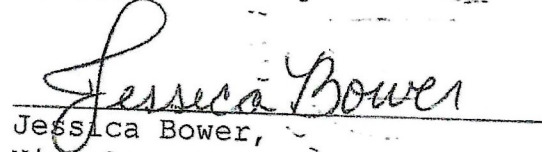


John Kiryluk, President
Nicholson Borough Council



Charles Litwin Jr., Mayor
Nicholson Borough

Attest:



Jessica Bower,
Nicholson Borough Manager