

**NEW FREEDOM BOROUGH
YORK COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2024- 1

AN ORDINANCE OF NEW FREEDOM BOROUGH, YORK COUNTY, PENNSYLVANIA, ENACTING A THIRD AMENDED AND RESTATED JOINT MUNICIPAL AGREEMENT BETWEEN THE BOROUGHS OF NEW FREEDOM, SHREWSBURY, AND STEWARTSTOWN, EACH OF YORK COUNTY, PENNSYLVANIA, FOR THE PURPOSE OF PROVIDING LAW ENFORCEMENT SERVICES

WHEREAS, the Boroughs of New Freedom (“New Freedom”), Shrewsbury (“Shrewsbury”) and Stewartstown (“Stewartstown”) are all in York County, Pennsylvania (collectively the “Municipalities”) and presently parties to a Second Amended and Restated Joint Municipal Agreement for Law Enforcement Services; and

WHEREAS, New Freedom Borough has determined it to be in the best interests of its residents and taxpayers to adopt a Third Amended and Restated Joint Municipal Agreement for Law Enforcement Services; and

WHEREAS, the Municipalities desire to enter into the Third Amended and Restated Joint Municipal Agreement for Law Enforcement Services (the “Agreement”) to allow the Southern Regional Police Department to continue to provide police protection services to the Municipalities upon the terms and conditions as set forth in the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference.

BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of New Freedom, York County, Pennsylvania, under the authority of law providing for intergovernmental cooperation, 53 Pa. C.S.A. § 2301 et seq., and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, that:

SECTION 1: The above-referenced Joint Municipal Agreement, as set forth in the attached Exhibit “A” is hereby enacted.

SECTION 2: The Borough Council President of the Borough of New Freedom is hereby

authorized and empowered to execute any and all documents necessary to enter into the Agreement as set forth in the attached Exhibit "A."

SECTION 3: Any and all ordinances or parts thereof inconsistent herewith are hereby repealed in whole or in part.

SECTION 4: This Ordinance shall become effective immediately.

ENACTED AND ORDAINED THIS 13th day of May, 2024.

ATTEST:

NEW FREEDOM BOROUGH COUNCIL


Secretary


Borough Council President

The above Ordinance was resolved, enacted and adopted this 13th day of May, 2024, at a regular meeting of the Borough Council of the Borough of New Freedom, York County, Pennsylvania, upon Motion of Erica Rearich, seconded by David Reiselark, and passed with a vote of 5 to 2.


Secretary

[BOROUGH SEAL]

Examined and approved as an Ordinance this 13th day of May, 2024.


Mayor

SOUTHERN REGIONAL POLICE DEPARTMENT
THIRD AMENDED AND RESTATED JOINT MUNICIPAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES

Made, executed and delivered in multiple copies as of this 13th day of May, 2024, by, between and among collectively the BOROUGH OF NEW FREEDOM (“New Freedom”), the BOROUGH OF SHREWSBURY (“Shrewsbury”), and the BOROUGH OF STEWARTSTOWN (“Stewartstown”), all municipal subdivisions of the Commonwealth of Pennsylvania, situate in the County of York, hereinafter collectively referred to as the “Member Municipalities” or individually as a “Member Municipality”.

WITNESSETH:

WHEREAS, New Freedom, Shrewsbury, and Stewartstown are the current members of the Southern Regional Police Department by virtue of an Amended and Restated Joint Municipal Agreement for Law Enforcement Services, as amended by that certain Second Amended and Restated Joint Municipal Agreement (collectively the “Joint Municipal Agreement”); and

WHEREAS, the power to create such police department is granted by the Constitution of the Commonwealth of Pennsylvania, Article IX, Section 5 *et seq*; and

WHEREAS, the Member Municipalities wish to take steps to control increasing costs and a concomitant increase in public safety problems tending to obliterate historical municipal boundaries in the enforcement of laws of the Commonwealth of Pennsylvania and the ordinances of the Member Municipalities; and

WHEREAS, there is a need for uniformity and continuity in the enforcement of the laws of the Commonwealth of Pennsylvania and the ordinances of the Member Municipalities; and

WHEREAS, the governing bodies of the Boroughs of New Freedom, Shrewsbury, and Stewartstown have, by appropriate ordinances, manifested a genuine interest in safer communities through improved police services; and

WHEREAS, the Member Municipalities have determined that the provision of police service across historical municipal lines will increase their ability to preserve and protect the public safety and welfare of the residents of the entire area; and

WHEREAS, the duly elected public officials of the Member Municipalities desire a full and complete police program that contains the components of adequate police service; and

WHEREAS, it is the desire of the Member Municipalities to amend and restate the Joint Municipal Agreement and enter into this Third Amended and Restated Joint Municipal Agreement (the “Agreement”) for the purpose of continuing to have available for use throughout the territorial limits of the Member Municipalities the service of police under the terms and conditions hereinafter set forth, and to modify certain provisions contained in the Joint Municipal Agreement; and

WHEREAS, cooperation among the Member Municipalities is the proper exercise and discharge of their governmental powers, duties, and function, and is provided in the Constitution of the Commonwealth of Pennsylvania in Article IX, Section 5, as well as the Act of July 12, 1972, No. 180, as amended, (53 P.S. Section 481 et seq.).

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, the parties hereunto, intending to be legally bound hereby, have agreed as follows, to wit:

Whenever in this Agreement the Southern Regional Police Department or the Southern Police Commission is named or referred to, such reference shall be deemed to include the predecessor or assigns thereof, including the Southern Regional Police Department and Southern Police Commission created by the Borough of New Freedom, the Borough of Shrewsbury, and the Borough of Glen Rock (no longer a Member as of January 1, 2024), as joined by the Borough of Stewartstown, and all the covenants and agreements executed on behalf of the Southern Regional Police Department and Southern Police Commission shall bind and inure to the benefit of the Department and Commission as created herein, whether expressed or not.

For the purpose of clarity and brevity, the Southern Regional Police Department shall hereafter, in this agreement, be referred to as the “Department”, and the Southern Southern Police Commission shall hereafter be referred to as the “Commission”.

ARTICLE I
TERM OF AGREEMENT, WITHDRAWAL AND RENEWAL

SECTION A

The term of this Agreement shall be for an indefinite period of time, beginning January 1, 2024, and no party hereunto can terminate its rights, duties, obligations and requirements imposed hereby except upon written notice, served by such municipality or municipalities (“Withdrawing”) by certified mail on or before August 31st, return receipt requested upon the Commission and the remaining participating Member Municipalities (“Non-Withdrawing”), stating its intent to withdraw from this Agreement. Any such termination shall have an effective date of December 31 two (2) years after such notice is given. For the avoidance of doubt, if a Withdrawing Member Municipality serves notice on August 31, 2022, the effective termination date shall be December 31, 2024.

SECTION B

Any such withdrawing party shall be required to pay for all its proportionate share of costs, obligations and liabilities as provided herein until December 31 of the year in which the withdraw is to become effective. Additionally, the parties recognize that there are additional costs and possible negative impacts on the quality of service to the remaining municipalities. The parties further recognize the difficulty, if not impossibility, of calculating those additional costs, obligations, and liabilities even after a Withdrawing Member Municipality has provided notice of termination of this Agreement.

As a result, the parties agree that the proportionate share of any such costs for ongoing financial liabilities continuing beyond the last year of participation, including, without limitation, retirement costs, contributions, and other obligations, capital equipment, and other contractual obligations (collectively the “Ongoing Obligations”), shall be the obligation of the withdrawing municipality for a period of five (5) years following the last year of participation as a Member Municipality; provided, however, that any capital costs and liabilities approved and incurred by the Commission during the last year of a Withdrawing Member Municipality’s participation shall not be considered an Ongoing Obligation of the Withdrawing Member Municipality.

The parties agree that the total amount of the Withdrawing Member Municipality's Ongoing Obligation shall be calculated as a percentage of one-half (1/2) of the average dollar value of the Withdrawing Member Municipality's Unit allocation as of the prior three (3) years, including the year in which the withdrawal occurs, multiplied by the Department's budget for the year ending in the Withdrawing Member Municipality's withdrawal. The percentages for each of those five (5) years shall be as follows:

- Year 1: Thirty (30%) percent
- Year 2: Twenty-Five (25%) percent
- Year 3: Twenty (20%) percent
- Year 4: Fifteen (15%) percent
- Year 5: Ten (10%) percent

The annual payment of the Withdrawing Member Municipality's Ongoing Obligation shall be due and payable in four (4) equal installments on the same dates the Non-Withdrawing Member Municipalities pay their respective required Contributions as set forth in Article IV, Section B. By way of example and for the avoidance of doubt, if the Withdrawing Member Municipality's three (3) year average of Unit allocation, including the year of withdrawal, is thirty (30%) percent of the Department's total Units, and the Department's budget in the year of withdrawal is Two Million (\$2,000,000.00) Dollars, the Withdrawing Member's Ongoing Obligation shall be Three Hundred Thousand (\$300,000.00) Dollars, payable over five (5) years in the following amounts:

- Year 1: Ninety Thousand (\$90,000.00) Dollars
- Year 2: Seventy-Five Thousand (\$75,000.00) Dollars
- Year 3: Sixty Thousand (\$60,000.00) Dollars
- Year 4: Forty-Five Thousand (\$45,000.00) Dollars
- Year 5: Thirty Thousand (\$30,000.00) Dollars

SECTION C

A separation agreement shall be executed by the Commission and the Withdrawing Member Municipality prior to the effective date of the termination but prior to July 1st of the year of the

withdrawal (“Separation Agreement”). This Separation Agreement shall set forth the details of the Ongoing Obligations, such as the percentages the Withdrawing Member Municipality must pay, and the due date for the same.

SECTION D

Withdrawal from this Agreement by any Member Municipality when there are two or more Member Municipalities remaining as parties shall not terminate the Agreement among the remaining Member Municipalities.

SECTION E

The decision of a Member Municipality to withdraw from this Agreement must be approved by a majority of the Governing Body of that municipality, voted on following an advertised public hearing occurring no later than August 1st of the year in which the Withdrawing Member Municipality provides notice to the Commission in accordance with Article I, Section A above. The Withdrawing Member Municipality shall advertise by public notice, as defined in the Pennsylvania Sunshine Act, as amended from time to time, the public hearing identifying the purpose thereof. For the avoidance of doubt, placing the hearing on an agenda of an otherwise previously advertised public meeting of the Withdrawing Member shall not satisfy the requirements contained herein unless the Withdrawing Member additionally advertises the public hearing to occur simultaneously with a public meeting, which advertisement must specifically state the purpose of the public hearing is to consider withdrawal from the Commission. The Withdrawing Member Municipality shall notify the other Member Municipalities in writing and advertise the public hearing, as defined in the Pennsylvania Sunshine Act, at least thirty (30) days prior to the date of the hearing. The Withdrawing Member Municipality shall also notify the other Member Municipalities and the Commission in writing of the confirmation of Withdrawal no later than the August 31st following the hearing. The aforementioned public hearing to consider the withdrawal of the Withdrawing Member Municipality from the Commission must be held no more than two (2) years before the effective date of such withdrawal. Should the public hearing occur more than two (2) years prior to the effective date of the withdrawal of the Withdrawing Member Municipality, the public hearing shall be deemed to be null and void and the Withdrawing

Member Municipality shall advertise and conduct another public hearing pursuant to the terms hereof so as to comply with the aforementioned two (2) year requirement.

SECTION F

Termination of this Agreement will cause assets of the Department and Commission to be divided among the Member Municipalities party to this Agreement, or any amendment thereto, at the time of Termination based on the same ratio as costs for the budget year in which the Termination is effective.

SECTION G

Any Withdrawing Member Municipality will not receive payment for capital assets

SECTION H

Should a Withdrawing Member Municipality provide notice of termination as set forth in Section A above and thereafter rescind or withdraw such notice, that Member Municipality shall be prohibited from withdrawing from this Agreement for a period of five (5) years from the year of the withdrawn notice.

ARTICLE II

SOUTHERN POLICE COMMISSION

Section A The Department shall be under the general supervision of a joint board to be known as the Southern Police Commission, also known as the Southern Regional Police Commission (heretofore defined as the “Commission”) consisting of two (2) voting members from each Member Municipality.

Section B The governing body of Member Municipalities shall appoint the members of their choice to the Commission for a term of two (2) years. Appointees (including alternates) must be elected office holders or legal residents of that

municipality. The term of office shall commence on the date of the appointment, which shall be made at the re-organizational meeting of the governing body of the municipality, and shall end on the first Monday of January of the second year of such term. By mutual agreement, each of the Member Municipalities may appoint an alternate member to serve in the event of the illness or absence of one of the regular appointees. Such appointments must be made by formal letter, delivered to the Commission, before such alternate may attend Commission meetings as a voting member.

Section C If an elected member of the Commission is separated from their elected office, or a citizen appointee moves out of the municipality, his/her office on the Commission will automatically and immediately become vacant and the governing body of that municipality shall make an appointment for the unexpired term or interim term, within a period of sixty (60) days.

Section D The officers of the Commission shall be Chairman, Vice-Chairman, Secretary/Treasurer, and, as needed, a Vice-Secretary/Treasurer, and their respective duties shall be as prescribed by Roberts Rules of Order, revised, with the exception that all members will be voting members, as stipulated in Section A.

Section E. The Commission shall establish by-laws, with the approval of all Member Municipalities, for the orderly operations in governing of the Commission.

ARTICLE III

MEETINGS

Section A The Commission shall meet on its regularly scheduled meeting date following the re-organizational meeting of the Member Municipalities for the purpose of electing officers for a two (2) year term. All meetings of the Commission shall be conducted in accordance with the Pennsylvania Sunshine Act, 65 Pa. C.S. § 701-716, et seq.,

Section B The members of the Southern Police Commission shall meet on a scheduled day each month for the purpose of conducting the business of the Commission, and in the event that such day is a legal holiday under the Laws of the Commonwealth, at such other times as may be determined by resolution or public notice by the Commission.

Section C In the event of an unusual emergency or special issue necessitating a timely response, a special meeting of the Commission may be scheduled by the Commission fixing the date, time and place of such meeting. Special meetings will be called by the Chairman and shall be called at the written request of any two or more members of the Commission. The call and the request, if any, shall state the purpose and the necessity of the meeting. The meeting shall be held at a specific date, time and place as shall be designated in the call of the meeting. Written notice of each such special meeting shall be given, at least twenty-four (24) hours prior to the date of the meeting, to each member of the Commission who has not waived such required notice in writing. At least one (1) of the participants of the meeting shall be required to keep minutes reflecting the business discussed and/or acted upon at the meeting.

Following any special meeting, the Commission shall report, in the regular minutes of its next regular meeting, the reason for the special meeting, and shall provide a copy of the minutes from such special meeting for inclusion in the Commission's regular minutes.

Section D A majority of the members of the Commission shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall be the action of the Commission. Voting on all matters or motions properly brought before the Commission shall be taken by a show of hands or voice vote. However, the Chairman may on his own mention or shall, at the request of any member, cause a vote to be taken by roll call. The parliamentary procedure of the Commission shall be governed by Roberts Rule of Order, revised.

Section E The Commission shall maintain an accurate record of the minutes of the meeting, regular or special, and other records; and further, such minutes and written records shall, at reasonable times, be open for inspection pursuant to the Pennsylvania Right to Know Law.

Section F All regular and special meetings must be advertised to the public in accordance with the same regulations as apply to boroughs in the Commonwealth of Pennsylvania.

ARTICLE IV

ALLOCATION OF COSTS

Section A All costs of the Department for police services, including, without limitation, employee payroll and benefits and vehicle and headquarter operating expenses, shall be apportioned to each Member Municipality using a Police Protection Unit (“Unit”) basis. Each Member Municipality shall commit to purchase Units annually. For the avoidance of doubt, the Member Municipalities acknowledge that there exists no limit on the amount of police hours spent on any one single Incident required to fully resolve such incident. The Chief of Police shall endeavor to keep all Member Municipalities’ respective representatives informed about the accumulation of hours should any one single Incident require an exorbitant amount of time.

One Unit is the equivalent of ten (10) hours of police service per week for fifty-two (52) weeks per year. The value of Units shall be subject to review annually by the Commission based on the budget approved by the Commission. No Member Municipality may reduce its Units below that required to professionally handle its obligated activity as calculated on a three (3) year average, calculated from the first full week of July through the last full week of June. Similarly, the Member Municipalities acknowledge that the Department must meet minimum

officer staffing requirements as determined by the Commission, which will be factored into the Chief's determination of each Member Municipality's allocated Units and may result in a Member Municipality purchasing more Units than would otherwise be required under a strict calculation of minimum obligated activity. Obligated activity is any form of police activity where an officer responded to and/or took official action, such as completing a written report, but excluding a) situations where advice was given over the telephone, electronic mail, or other form of communication, b) delivering messages, c) handling internal police matters, and/or d) self-directed police activity not requested by a Member Municipality¹ (an "Incident"). . The minimum number of Units to be purchased by each Member Municipality shall be established every year and provided by the Chief to the Member Municipalities no later than the day following the Commission's September meeting.

Section B. Terms of Payment

Payment of the required Contributions by the Member Municipalities shall be due and payable four (4) times per year. The due dates are January 15, April 15th, July 15th, and October 15th.

Section C. Unexpended Funds

Upon the completion of the financial statement for each year that this "THIRD AMENDED AND RESTATED JOINT AGREEMENT" is in force, the Commission shall determine what if any funds under the custody and control and in any account held by the Southern Police Commission are deemed to be "unexpended."

¹ Refer to SRPD General Order 3.4.1. Uniform Field Reporting System and the Pennsylvania Commission on Crime and Delinquency's Step 1 of Guidelines for Calculating Police Protection Units for more information on "Incidents".

Such funds, up to a cumulative total of 10% of that year's operating budget may be retained by the Commission. They shall be referred to as "Uncommitted Reserve Funds". Any cumulative funds in excess of 10% of that year's operating budget shall be applied first to offset any liability for unused sick or leave time. Remaining excess funds may then be used to pay for approved capital expenses. If any funds remain after such allocations, they shall be rebated back to the Member Municipalities in the form of a reduction in the second quarter's payment amount. Such rebate amounts shall be calculated in the same proportion in which expenses were determined.

ARTICLE V FINANCE

Section A. The Chief of Police shall initially prepare a draft of the Department's annual budget for consideration by the Commission no later than the Commission's September meeting of the year preceding the budget year. Thereafter, the Commission shall review and approve the Department's annual budget no later than the Commission's October meeting of the year preceding the budget year. It is recognized that some minor modifications may be required due to the annual renewal of expenses such as insurance. To that end, the proposed budget from the Chief of Police and approved by the Commission will be the calculated approximation of the final budget based on information available as of the aforementioned meeting dates; provided, however, that the budget approved by the Commission at its October meeting shall contain, at a minimum: (i) the calculated approximation of the total expenditures for the budget year; and, (ii) each Member Municipality's respective share of such total expenditures as established by the minimum number of Units allocated to such Member Municipality. The Member Municipalities must approve the proposed budget by a vote of their governing body. One or more Member Municipality(s) can vote to freeze any official consideration and/or approval of the budget for a period of thirty (30) days, during which time, the Commission shall

attempt to address the concerns of the challenging municipality(s). If, after thirty (30) days, one (1) or more municipalities still object to the proposed budget, then the proposed budget must be approved by a super majority of at least sixty-six (66%) percent of the Member Municipalities. If such approval has not been consummated by January 1 of the New Year, the prior year's budget shall remain operative until at least sixty-six (66%) percent of the Member Municipalities approve the budget.

Each Member Municipality shall release to the Secretary/Treasurer, or Vice-Secretary/Treasurer as the case may be, of the Commission its proportionate share of the annual budget appropriation quarterly on the 15th day of January, April, July and October of each year, as set forth in Article IV, Section B herein.

Section B. All monies of the Department, from whatever source derived, shall be paid to the Treasurer of the Commission. Said monies shall be deposited by the Treasurer in approved and authorized accounts.

The account, to the extent the same is not insured, shall be continuously secured by a pledge of direct obligation of the United States of America or of the Commonwealth of Pennsylvania, or of the Member Municipalities, having an aggregate market value at all times at least equal to the balance on deposit in such an account. The monies of said account shall be paid out on the warrant or other order of the Treasurer of the Commission, or of such other person as the Commission may authorize to execute such warrants or orders.

Section C In addition to normal budget approval, any proposed capital expenses in excess of \$100,000 must also be approved by the governing bodies of the Member Municipalities. Such approval is to follow the same rules as defined in Section A of this Article. For the purpose of this section, a capital expense is deemed to be an expense for the purchase items such as buildings, motor vehicles, equipment and furnishings, but shall not include expenses for supplies that are purchased in the normal course of business, such as office supplies, ammunition or cleaning supplies.

Section D The Treasurer of the Commission shall be appropriately bonded. The expense of such bonding is to be part of the Commission's operating budget.

ARTICLE VI
JURISDICTION AND POWER

Section A. The Commission shall provide technical supervision and direction to all of the police activities of the service area, providing police services as required in each participating municipality which may include investigation of all crimes and complaints within said municipalities, assistance in the enforcement of ordinances in the municipalities, and all other services normally provided by a municipal police agency.

Section B. The Department police officers and civilian personnel shall be under the direct management of the Chief of Police who reports to the Commission.

The Chief of Police functions as the manager of the Department reporting to the Commission. He or she is employed at will under a memorandum of understanding that is separate and apart from the remaining body of the police force. Duties include, among others: preparing the budget, establishing the annual minimum Unit obligation of each Member Municipality, hiring and scheduling, establishing operating procedures, and training. All duties are to be described in a formal job description established by the Commission.

The Commission shall establish the rank structure and job classification of the members of the Department through rules and regulations of the Department. The ranks and positions to be filled will be done on an as-needed basis as determined by the Commission. When a position is vacant and the Commission desires to fill the vacancy, all qualified sworn members of the Department shall be eligible to compete for the position as well as qualified outside applicants, if so determined by the Commission.

Section C. The Commission shall be responsible for administering payroll, fringe benefits such as insurance, retirement, pension, and all other personnel administrative matters in accordance with the policies established.

- Section D. All appointments, removals, promotions and suspensions shall be made by the Commission.
- Section E. The Commission shall make uniform policies on wages, hours and conditions and terms of employment and other matters relating to effective police service, consistent with the Laws of the Commonwealth of Pennsylvania.
- Section F. The Commission shall adopt a written police personnel policy covering all the Sections of this Article and make same available for distribution to all of the parties of this Agreement.
- Section G. All parties agree that they shall contribute their proportionate share to maintain the police pension plan in an actuarially sound condition.
- Section H. The Commission shall appoint a trustee(s) to administer the pension funds. The trustee(s) shall work with a professional actuarial firm, hired by the Commission, for the purpose of the effective administering of the pension funds.

ARTICLE VII

ASSETS

- Section A. That in the event of termination of this Agreement, all common equipment, materials, and supplies retained by the Department shall be appraised by qualified appraisers appointed by the parties to the Agreement for purposes of determining the value of the equipment, materials and supplies. In the event the parties cannot agree upon the appointment of an appraiser or appraisers, either party may petition the Court of Common Pleas of York County, Pennsylvania, which shall have jurisdiction and venue to appoint an appraiser or appraisers for the aforementioned purposes. The determination of the appraiser or appraisers shall be final, conclusive, and binding. The equipment, materials and supplies shall then be distributed in the same proportion as the Units assigned for each of the Member Municipalities as in the year of termination. In the event that an equitable distribution is not possible all, or any portion of the equipment material and supplies, may be sold and the proceeds distributed in the aforesaid proportion. Likewise, in the event of termination of this Agreement, all Ongoing Obligations of the Commission and the Department

shall be shared between the former Member Municipalities in the same proportion as the Units allocated for each of the Member Municipalities in the year of termination.

Section B. If the Commission determines that it has excess or unneeded equipment, it will be the responsibility of the Commission to dispose of said equipment. All such disposals must be done in compliance with current Pennsylvania Borough Code requirements.

ARTICLE VIII

POLICE HEADQUARTERS

Section A. The Police Headquarters for the Department, shall be located in the New Freedom Borough Office Complex, located at 47 East High Street, New Freedom, Pennsylvania, 17349. The rental costs will be agreed between the Commission and the municipality supplying the facility. Any subsequent location of the Police Headquarters shall be determined by the Commission.

ARTICLE IX

POLICE RECORD SYSTEM

Section A. The Department shall establish and control a complete and up-to-date uniform police record system.

ARTICLE X

DEPUTIZATION, IMMUNITY AND CLAIMS

Section A. The Commission shall furnish to each of the Member Municipalities and contracting municipalities the names of all police officers of the Department for the purpose of deputization of such officers as police officers of all municipalities in order to perform police duties within the participating municipalities.

Section B. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from

liabilities enjoyed by the participating municipalities within its boundaries shall extend to its participation in police services outside its boundaries.

Section C. That Commission shall maintain police liability insurance coverage of at least Four Million Dollars (\$4,000,000.00) against claims arising out of the police activities of each participating municipality rendering police duty or service hereunder in its own and outside its municipal boundaries. Certificate of insurance shall be forwarded to all participating municipalities. Each participating municipality hereby waives any and all causes of action or claims against all other participating municipalities hereto and against the Department which may arise out of their police activities and in the case of municipalities participating hereunder whether within or outside of their respective municipal boundaries while rendering police service, or duty under this Agreement. Each party to this Agreement and the Commission further agrees to cause any insurance policy giving liability coverage against claims arising out of its police activities, and in the case of municipalities participating hereunder whether within or outside its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right or subrogation against each party to this Agreement as to any and all causes of action or claims against all other participating municipalities hereto which may arise out of their police activities hereunder.

Section D. That for purposes of liability in actions arising out of Department Services, all Member Municipalities shall be proportionately liable for actions against any municipality for services lawfully provided. The proportion of liability shall be in the same proportion as the actual expenses of the Member Municipalities for the area-wide protection during the period of police services in question.

ARTICLE XI

CONTRACTUAL POLICE SERVICES AND JOINER OF ADDITIONAL MUNICIPALITIES

Section A. Municipalities contiguous to or within reasonable proximity to the headquarters of the Department may apply to join the Commission. It shall be at the complete discretion of the

Member Municipalities under the "JOINT AGREEMENT" as to whether or not a municipality shall be allowed to join the Commission on the basis of feasibility, solvency and other factors. Approval of the applying municipality must be by all of the current Member Municipalities. Such approval shall be by the formal vote of each Member Municipalities' governing body. Any municipality seeking to join the Commission which has its own police force must, by law, abolish its own police department and make its serviceable capital assets available to the Commission for selection or rejection at its sole discretion.

Section B. The Commission may permit the purchase of services by non-participating municipalities on terms mutually agreed upon and approved by the Commission. The sale of services may be on the basis of time provided for servicing the municipality or on the basis of a fee charged per incident requiring police services. The rate for police protection services charged to the non-participating municipality contracting with the Commission and Department shall be higher than the effective rate charged to the Member Municipalities for police protection services.

Section C. Purchasers of police services on a contract basis may purchase services for a portion of one or more areas but such areas must be well defined and easily identified geographically and must be reasonably serviceable within the reach of the Department Headquarters.

ARTICLE XII

INTERPRETATION OF AGREEMENT

Section A. All differences arising out of interpretation of this Agreement shall be resolved by the Member Municipalities. Such resolution must be by a vote of the Member Municipalities, with each Member Municipality casting one vote as determined by a majority vote of its governing body.

ARTICLE XIII
PRIOR JOINT MUNICIPAL AGREEMENTS FOR SOUTHERN REGIONAL POLICE
DEPARTMENT LAW ENFORCEMENT SERVICES

This "THIRD AMENDED AND RESTATED JOINT MUNICIPAL AGREEMENT FOR LAW ENFORCEMENT SERVICES" hereby amends, restates and supersedes all prior contracts, agreements, covenants, terms and conditions or any provisions there of which are inconsistent with its terms.

This written "THIRD AMENDED AND RESTATED JOINT MUNICIPAL AGREEMENT" may not be changed, modified, altered or amended except by written consent of all the parties hereto as evidenced by a properly witnessed and signed modification or amendment of this Agreement.

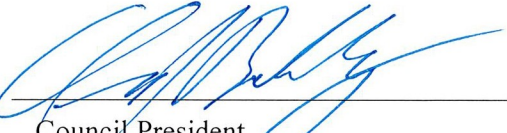
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:

BOROUGH OF NEW FREEDOM


Secretary

By: 
Council President

Attest

BOROUGH OF SHREWSBURY

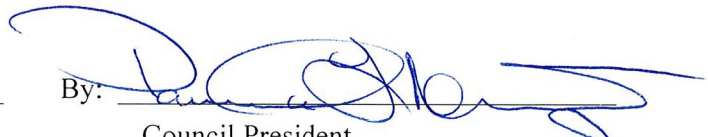

Secretary

By: 
Council President

Attest

BOROUGH OF STEWARTSTOWN


Secretary

By: 
Council President

