

RESOLUTION 2023-006

A RESOLUTION OF THE TOWNSHIP OF PATTERSON, BEAVER COUNTY, PENNSYLVANIA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT OF COOPERATION WITH BLACKHAWK SCHOOL DISTRICT TO PROVIDE CERTAIN POLICE SERVICES TO BLACKHAWK SCHOOL DISTRICT.

WHEREAS, the Blackhawk School District, a governmental agency of the Commonwealth of Pennsylvania, herein called "Blackhawk School District", and the Township of Patterson, a municipal corporation of the Commonwealth of Pennsylvania, herein called "Patterson Township", believe that the citizens, students, employees and visitors of Blackhawk School District would benefit from a Police presence within the Patterson Township Primary School; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act, specifically 53 Pa. C.S. §2305, provides that any such joint cooperation agreement between two or more governmental entities may be approved by ordinance or resolution; and

WHEREAS, the purpose of this Agreement is to provide a framework and mechanism for the provision of certain police service to Blackhawk School District by Patterson Township; and

WHEREAS, Blackhawk School District and Patterson Township are legally authorized to enter into such an agreement.

NOW, THEREFORE, in consideration of mutual promises contained herein, and intending to be legally bound hereby, Blackhawk School District and Patterson Township agree as follows:

Section 1. Pursuant to the Intergovernmental Cooperation Act, No. 177 of December 19, 1996, 53 Pa. C.S.A. § 2301 et seq., as amended, the terms and conditions of this intergovernmental agreement of cooperation is hereby adopted and approved. The intergovernmental agreement of cooperation is attached as Exhibit A and incorporated herein by reference.

Section 2. As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

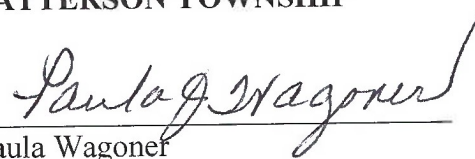
- (a) The conditions of the intergovernmental agreement of cooperation is as set forth in the Agreement, attached as Exhibit A.
- (b) The duration of the intergovernmental agreement of cooperation is as set forth in Exhibit A.
- (c) The purposes, objectives, powers and scope of authority granted in the intergovernmental agreement of cooperation are set forth in Exhibit A.

- (d) The manner and extent of financing for the intergovernmental agreement of cooperation is through, among other things, the allocation of real estate taxes and budgetary contributions.
- (e) There shall be no separate entity created under the terms of the intergovernmental agreement of cooperation.

Section 3. Any and all prior ordinances or resolutions of Patterson Township, or parts thereof, which are in conflict with or are inconsistent with the provisions of this Resolution are hereby repealed to the extent of such conflict or inconsistency.

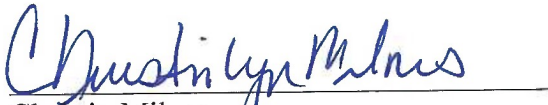
ADOPTED AND APPROVED this 16th day of February 2023.

PATTERSON TOWNSHIP



Paula Wagoner
President

ATTEST:



Christin Milnes
Township Secretary

MEMORANDUM OF UNDERSTANDING AND JOINT MUNICIPAL AGREEMENT
REGARDING POLICE SERVICES

This Memorandum of Understanding and Joint Municipal Agreement Regarding Police Services (the
"Agreement") entered into this 16th day of February, 2023, by and between:

BLACKHAWK SCHOOL DISTRICT
(hereinafter "BSD"),

Party of the First Part

and

PATTERSON TOWNSHIP, BEAVER COUNTY, PENNSYLVANIA
(hereinafter "Patterson Township"),

Party of the Second Part.

WITNESSETH:

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of providing police services by Patterson Township for BSD, as set forth hereinafter; and,

NOW, THEREFORE, the parties hereto have set forth the following Agreement, intending to be legally bound hereby, as follows:

1. BSD wishes to enter into this Agreement with Patterson Township for one (1) part-time Patterson Township Police Officer (the "Patterson Officer") to protect children, employees, and visitors in the schools operated by BSD in Patterson Township, as it may determine necessary (during the school year, or at other times by mutual agreement) for a period of three (3) school years beginning February 1, 2023 and ending January 3, 2026 as further described and defined herein.
2. The Patterson Officer shall be assigned a part-time shift to include drop off and pick up as well as one (1) or more random stops each school day (not to exceed three (3) hours) which will coincide with school hours, including student drop-off, pick-up, and after hour activities. These hours will be scheduled by the Patterson Township Chief of Police with input from BSD administration and may be staffed by the Patterson Township on duty officer or additional part-time officers as determined by the Chief of Police.
3. The Patterson Officer shall be employed solely at the discretion of Patterson Township, but shall meet at least Patterson Township's minimum requirements and required training for Municipal Police Officers. Patterson Township may consider "input" from BSD regarding hiring of such officers, as may be mutually agreeable.

EX. A.

4. Patterson Township will charge BSD for school year 2022-2023, beginning February 16, 2023, at a rate of \$120 per day for services provided. This sum will be paid monthly over the period from February 16, 2023 through June 30, 2023 and thereafter monthly during the school year each year of the Agreement.
5. All sums due to Patterson Township for police services shall be paid monthly within seven (7) days after the regular monthly School Board meeting. No deductions or set offs shall be permitted for any reason, including without limitation, emergency declarations pursuant to the Pennsylvania Emergency Management Act, fire, riot, war, natural disaster, or acts of God. Notwithstanding this provision, nothing contained herein will prevent the parties from meeting and discussing such events and the implications thereof.
6. Patterson Township may utilize any qualified Patterson Township police officer to provide services under this Agreement. Patterson Township will have overall responsibility for the proper control and management of the Patterson Officer.
7. This Agreement shall allow policing in and upon Patterson Primary School and upon adjoining roads and highways. This Agreement will further allow the Patterson Officer to escort or enter upon Patterson Primary School vehicles or buses, regardless of location.
8. This Agreement shall commence on February 16, 2023 and end on the last regularly scheduled school day for the 2025-2026 school year, unless a successor agreement or extension is approved prior to expiration. The parties agree to meet, beginning in 2024, to discuss the hourly rate and number of hours dedicated to BSD and mutually agreeable terms.
9. This Agreement contemplates that the Policies of Patterson Township will control the conduct of the Patterson Officer, not inconsistent with and in concert with the provisions of the Public School Code.
10. Patterson Township will furnish vehicles and equipment and supplies, and Patterson Township will be responsible for the training costs of its own officers.
11. This Agreement shall be interpreted in accordance with Pennsylvania law. The Agreement must be adopted by each Board at a public meeting as required by law.
12. The Patterson Officer shall follow all federal and Pennsylvania laws, rules, and regulations regarding the confidentiality of student records, including the Family Educational Rights and Privacy Act, 20 U.S.C.A. Sec. 1232g, as amended.
13. BSD shall not be responsible for compensation or indemnity to Patterson Township or its Officers for any injury that is incurred while acting as the Patterson Officer, unless such injury arises from acts for which BSD is subject to liability pursuant to the Political Subdivision Tort Claims Act, 42 Pa.C.S. §§ 8501, et seq. Nothing within this Agreement shall operate as a waiver of any immunities from liability or limitations of damages afforded to BSD by applicable federal and/or state law, including the Political Subdivision Tort Claims Act.

14. Each party shall maintain its own liability insurance and shall separately insure its own entity with respect to workers' compensation and will separately pay all salary or benefits as may be separately required. Nothing contained herein shall ever be construed to render either party's employees as the employees of the other. BSD shall be named as an additional insured with regard to the Patterson Officer services provided and the policy shall provide insurance coverage for BSD arising out of any acts or omissions of the Patterson Officer without contribution or the prior or concurrent application of other policies of insurance of BSD.
15. This Agreement constitutes the entire Agreement of the parties. The Agreement, having been mutually negotiated, will not be construed against the scrivener.

WITNESS the hands and seals of the parties hereto intending to be legally bound hereby.

Attest:

BLACKHAWK SCHOOL DISTRICT
By: _____
Board President

Attest:

PATTERSON TOWNSHIP, BEAVER COUNTY,
PENNSYLVANIA
By: _____
President, Board of Commissioners

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Attest:

BLACKHAWK SCHOOL DISTRICT

By: *D. J. Mahony*
Board President

Attest:

Quentin Lynn Melas

PATTERSON TOWNSHIP, BEAVER COUNTY,
PENNSYLVANIA

By: *Paula J. Wagner*
President, Board of Commissioners