

## ORDINANCE 2019- 6

### **AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOROUGH OF PAXTANG TO PROVIDE POLICE SERVICES TO THE BOROUGH OF PAXTANG PURSUANT TO THE INTERGOVERNMENTAL COOPERATION LAW**

**WHEREAS**, pursuant to Section 2304 of the Intergovernmental Cooperation Law, 53 Pa. C.S. Section 2301, et. seq. (hereinafter the "Act"). "A municipality...may...cooperate or agree in the exercise of any function, power or responsibility with, or delegate or transfer any function, power or responsibility to, one or more other local governments..."; and

**WHEREAS**, the Township of Swatara and the Borough of Paxtang have agreed that Swatara Township shall assume police protection and services responsibility in and to the Borough of Paxtang.

**NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED**, by the Board of Commissioners of the Township of Swatara, as follows:

#### **SECTION 1. Intergovernmental Agreement with the Borough of Paxtang**

- A. Conditions of the Intergovernmental Agreement for Law Enforcement Services.
  - (1) As political subdivisions of Pennsylvania, the Township of Swatara and the Borough of Paxtang (hereinafter "Municipalities") propose to enter into an Intergovernmental Cooperation Agreement entitled, "Intergovernmental Agreement for Law Enforcement Services" (hereinafter the "Agreement") pursuant to the Intergovernmental Cooperation Law of Pennsylvania, which Agreement is marked Exhibit "A", attached hereto and incorporated herein by reference.
  - (2) Municipalities propose to transfer the police protection and services responsibilities within the Borough of Paxtang to the Township of Swatara to be performed by the Swatara Township Police Force.
  - (3) The provision of the police protection and services shall be controlled by the terms of the Agreement, which is incorporated herein by reference.
- B. Duration of the Term of the Agreement.
  - (1) The Agreement shall become binding on the Municipalities upon passage of an ordinance by both Municipalities
  - (2) The term of the Agreement shall be for a period of five (5) years commencing January 1, 2020 and ending December 31, 2024.
- C. Purpose and Objectives of the Agreement: Powers and Scope of Authority Delegated in the Agreement.
  - (1) The sole purpose of the Agreement is to permit and authorize the Township of Swatara through its police department, to provide police protection and services to the Borough of Paxtang, as outlined in the term of the Agreement.
- D. Manner and Extend of Financing the Agreement.
  - (1) The Borough of Paxtang shall pay the Township of Swatara for the provision of police protection and services as outlined in the terms of the Agreement.

- E. Organizational Structure Necessary to Implement the Agreement
  - (1) No new organizational structure shall be required. The Swatara Township Police Department shall continue with its current organizational structure but shall provide services to the Borough of Paxtang as outlined in the terms of the Agreement.
  
- F. Manner in which Property is to be Acquired, Licensed, and Disposed of.
  - (1) Any property that may be acquired to fully implement the Agreement shall be acquired by the Township of Swatara, at its sole cost and expense, except for the provisions of the Agreement requiring any transfer or payment made by the Borough of Paxtang to the Township of Swatara, as provided for specifically in the Agreement.
  - (2) The Borough of Paxtang is not required to provide any police protection service equipment, except for that specifically provided for in the Agreement.
  
- G. No New Entity is being Created Pursuant to the Agreement.
  - (1) No new entity is being created pursuant to the term of the Agreement.

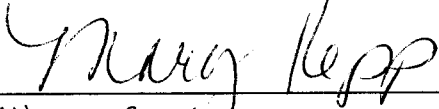
**SECTION 2. Severability.** If any provision, sentence, clause, section, or part of this Ordinance or the application thereof to any person or circumstances is for any reason to be found unconstitutional, illegal, or invalid by a court of competent jurisdiction, such unconstitutionality, illegality, or invalidity shall not affect nor impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners of the Township of Swatara that this Ordinance would have been adopted and such unconstitutional, illegal or invalid provision, sentence, clause, section, or part not been included herein.

**SECTION 3. Repealer.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 4. Effective Date.** This Ordinance will take effect January 1, 2020.

ADOPTED this 6 day of November, 2019.

ATTEST:

  
\_\_\_\_\_  
(SEAL)      Secretary

  
\_\_\_\_\_  
Thomas Connolly, President  
Board of Commissioners of Swatara Township

# Intergovernmental Agreement for Law Enforcement Services

This AGREEMENT Is made this \_\_\_\_ day of \_\_\_\_\_ 2019. by and between the following municipalities:

The TOWNSHIP of SWATARA, a First Class Township of Dauphin County, Pennsylvania (TOWNSHIP) and The BOROUGH of PAXTANG, of the same County, (BOROUGH). The background of this agreement is as follows:

BOROUGH desires to have the police department of TOWNSHIP perform law enforcement functions within the BOROUGH and the TOWNSHIP is willing to render such series on the terms and conditions hereinafter set forth. This Agreement is entered into under the authority of the Intergovernmental Cooperation Act, Pennsylvania Consolidated Statutes. Title 53, Section 2301 through Section 2315, enacted by the State Legislature in 1996. This Agreement shall become binding and in force as the municipalities when adopted by the ordinances by both TOWNSHIP and BOROUGH.

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

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

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 and discussion by a committee composed of the Public Safety Director and the Public Safety Committee of TOWNSHIP and the Mayor and the Committee of Council appointed by BOROUGH.

2. TOWNSHIP, through its police department, shall provide law enforcement services to BOROUGH as follows:

## **Patrol Services**

- A. Enforcement of the Vehicle Code of the Commonwealth of Pennsylvania which is now and hereinafter enforced within the limits of TOWNSHIP.
- B. Enforcement of the Crimes Code of the Commonwealth of Pennsylvania which is now and hereinafter enforced within the limits of TOWNSHIP.
- C. Enforcement of the ordinances of the BOROUGH which are the same or similar in nature to those now and hereinafter enforced by the Township police department within the limits of TOWNSHIP.

- D. Maintain periodic security checks of business establishments located within in the limits of BOROUGH.
- E. Report hazardous conditions existing within BOROUGH to the proper authority (I.e. traffic lights out, holes In the highways, streetlights out, etc.)
- F. Perform related patrol and community services to the same extent and in the same manner as provided within the limits of TOWNSHIP.

**Investigative Services**

- 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 TOWNSHIP.
- B. Investigate accidents occurring on BOROUGH highways or within BOROUGH which are of a type or similar in nature to those now and hereafter investigated within the limits of 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 investigate within the limits of TOWNSHIP,
- D. Prosecute, in the courts having jurisdiction, those persons believed to be responsible for criminal law, traffic law and ordinance violations occurring within BOROUGH.

**Administrative Services**

- A. TOWNSHIP police department shall establish and maintain a complete and up-to-date uniform police records systems concerning all services rendered to BOROUGH.
  - B. TOWNSHIP police department shall provide BOROUGH Council with a monthly and yearly police activity report.
  - C. TOWNSHIP 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 TOWNSHIP police department.
  - D. TOWNSHIP police department shall make recommendation to BOROUGH council, if and when necessary, for the improvement of traffic and other regulations.
  - E. TOWNSHIP police department will engage In community outreach, education and service efforts which are of a nature or similar in nature to those now and hereafter provided within the limits of TOWNSHIP.
3. For the purposes of performing such services, 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 purposes 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 the powers and authority conferred by law on BOROUGH police while performing services for BOROUGH. TOWNSHIP police department shall be appointed and accepted as the police force of BOROUGH.

5. BOROUGH shall not be required to assume any liability for the direct payment of any salaries, wages or other compensations to any TOWNSHIP personnel performing services hereunder for said BOROUGH, or any liability for the services to be performed hereunder other than specifically provided for In this Agreement.
6. TOWNSHIP shall maintain appropriate police liability insurance, which shall list BOROUGH as additional insured.
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 omissions of such policemen while on duty In BOROUGH, to the extent that TOWNSHIP may be responsible for such acts committed within TOWNSHIP.
8. BOROUGH agrees to pay TOWNSHIP for the services performed under this Agreement an amount of money based on the following payments:

**A. YEAR ONE (2020) COSTS:**

- a. Salary for 2 Officers — \$260,952.97
- b. Training and Education - \$2,000.00
- c. Administrative/miscellaneous staff costs - \$35,000.00
- d. investigative time fee - \$30,669.00
- e. Dry Cleaning/Uniform Replacement - \$1,300.00
- f. Cruiser fuel, maintenance and replacement costs - \$5,000.00

Total - \$334,921.97 + (\$59,341.03) 2015-2018 Police budget increases = \$394,263.00

**B. YEAR TWO (2021) COSTS:**

- a. Salary for 2 Officers —\$260,952.97
- b. Training and Education - \$2,000,00
- c. Administrative/miscellaneous staff costs - \$35,000.00
- d. Investigative time fee - \$30,669.00
- e. Dry Cleaning/Uniform Replacement - \$1,300.00
- f. Cruiser fuel, maintenance and replacement costs - \$5,000.00

Total - \$334,921.97 + (\$59,341.03) 2015-2018 Police budget increases = \$394,263.00

**C. YEAR THREE (2022) COSTS:**

- a. Salary for 2 Officers-\$260,952.97
- b. Training and Education - \$2,000.00
- c. Administrative/miscellaneous staff costs - \$35,000.00
- d. Investigative time fee - \$30,669.00
- e. Dry Cleaning/Uniform Replacement- \$1,300.00
- f. Cruiser fuel, maintenance and replacement costs - \$5,000.00

Total - \$334,921.97 + (\$59,341.03) 2015-2018 Police budget increases = \$394,263.00

**D. YEAR FOUR (2023) COSTS:**

- a. Salary for 2 Officers —\$260,952,97
- b. Training and Education - \$2,000.00
- c. Administrative/miscellaneous staff costs - \$35,000.00
- d. Investigative time fee - \$30,669,00
- e. Dry Cleaning/Uniform Replacement- \$1,300.00
- f. Cruiser fuel, maintenance and replacement costs - \$5,000.00

Total - \$334,921.97 + (\$59,341.03) 2015-2018 Police budget increases = \$394,263.00

**E. YEAR FIVE (2024) COSTS:**

- a. Salary for 2 Officers — \$260,952.97
- b. Training and Education - \$2,000.00
- c. Administrative/miscellaneous staff costs - \$35,000.00
- d. Investigative time fee - \$30,669.00
- e. Dry Cleaning/Uniform Replacement- \$1,300.00
- f. Cruiser fuel, maintenance and replacement costs - \$5,000.00

Total - \$334,921.97 + (\$59,341.03) 2015-2018 Police budget increases = \$394,263.00

TOWNSHIP and BOROUGH agree that the figures payable by BOROUGH will not increase from the 2019 Invoiced rate for the duration of this Agreement.

The payments by BOROUGH to TOWNSHIP shall be made bi-annually, i.e. January 2 and July 1, in two equal installments per year.

The term of this Agreement shall be for a period of five years commencing January 1, 2020 and ending December 31, 2024. BOROUGH agrees that it will annually budget sufficient funds to meet the financial obligations required pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date aforesaid, pursuant to authorization by Ordinance No. \_\_\_\_\_ of BOOROUGH, and Ordinance No. 2019-06 of TOWNSHIP.

ATTEST:

BOROUGH OF PAXTANG:

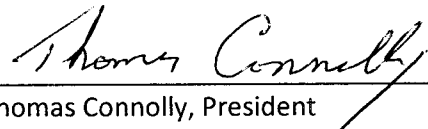
\_\_\_\_\_  
Secretary of the Borough of Paxtang

\_\_\_\_\_  
Kathy Bloss, Council President

ATTEST:

TOWNSHIP OF SWATARA:

  
\_\_\_\_\_  
Secretary of the Township of Swatara

  
\_\_\_\_\_  
Thomas Connolly, President  
Swatara Township Board of Commissioners