

Ordinance #95

Agreement to Provide Police Services

THIS AGREEMENT made this 9th day of October
1991, by and between:

INDIAN LAKE BOROUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at R.D. 1, Central City, Pennsylvania, 15926, hereinafter "Indian Lake",

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SHANKSVILLE BOROUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at _____, 15560, hereinafter "Shanksville".

WHEREAS, Indian Lake presently possesses a part-time police organization which provides police services to the residents of Indian Lake; and,

WHEREAS, Shanksville desires to engage the police organization of Indian Lake to provide police services to the residents of Shanksville; and,

WHEREAS, Indian Lake has agreed to provide the aforesaid services to Shanksville; and,

WHEREAS, both Indian Lake and Shanksville desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises and obligations assumed by the other and intending to be legally bound hereby, the parties agree as follows:

1. Services. Indian Lake shall provide to Shanksville an average of eight (8) hours per week of police services to Shanksville, including any and all court time and criminal investigation. Said police services include the provision of a police officer and any and all ancillary and necessary equipment therefor. Assignments in excess of the minimum required herein shall be only after consultation of Indian Lake and Shanksville regarding

the need for the additional services and the availability of the Indian Lake police to provide adequately for the protection of the residents of Indian Lake as well as the residents of Shanksville.

2. Consideration. In consideration for the provision of the aforesaid services, Shanksville shall pay to Indian Lake, quarterly, the sum of ONE THOUSAND SEVEN HUNDRED SIXTY-EIGHT AND 00/100 (\$1,768.00) DOLLARS which represents eight (8) hours of police service per week at the sum of SEVENTEEN AND 00/100 (\$17.00/hr) DOLLARS per hour. The sum shall be paid directly to Indian Lake and shall be submitted to the Indian Lake Borough Council, c/o Treasurer, at R.D. 1, Central City, Pennsylvania, 15926, within fifteen (15) days from the end of a particular quarter. The fee for the services provided are reimbursements to Indian Lake for costs incurred by Indian Lake in the provision of the police services under this Agreement including, but not limited to, the wages of the police officers assigned to perform the work, the current cost of providing appropriate worker's compensation, the cost of training the officers, the cost of equipment and supplies used in the work, and for all other costs mutually agreed to as those expenses which are directly related to the services contracted for in this Agreement. Any additional service hours provided shall be paid quarterly to Indian Lake as well, provided however, that the total annual under or over charge shall be reconciled on or before January 31 of the year following the contract year.

3. Scheduling. Scheduling and total control of the police organization shall remain with the Mayor of Indian Lake. Patrol times shall vary, but every effort shall be made by Indian Lake to accommodate the patrol and enforcement requests made by Shanksville, though it is specifically agreed that there will be no guaranteed time of patrol and/or police protection.

4. Exercise of Authority. The officers performing the police functions and services under this Agreement shall exercise the same powers in Shanksville as they exercise in Indian Lake with respect to the work performed and all powers necessary or incidental to those powers. The officers providing the police protection shall use the ordinances of Shanksville in filing charges and issuing citations for violations within Shanksville insofar as practical.

5. Reporting. Indian Lake shall provide monthly reports (incident, patrol, etc.) to Shanksville and will ensure that a representative is present at any Shanksville Borough Council meetings, if requested by the Council President or the Mayor of Shanksville.

6. Requests for Police Protection or Enforcement. All requests for police protection, enforcement or other activity (emergency, crime reporting, etc.) shall be directed to Somerset County Control. All public and citizen concerns and correspondence from Shanksville residents are to be directed to the Shanksville Mayor and/or Shanksville Borough Council, as Shanksville may determine. If Shanksville's Mayor or Council determines that a particular action is warranted in response to the public concern, each, either or both shall make the concern known to Indian Lake which will address the concern promptly.

7. Contacts of Parties. The primary contacts for Indian Lake will be the President of the Shanksville Borough Council and the Mayor of Shanksville Borough. All official requests for police activity (non-emergency, management, etc.) shall be through one of these individuals and shall be specifically addressed to the Mayor of Indian Lake. Indian Lake and Shanksville may establish a liaison committee to resolve any problems, complaints or special circumstances that are encountered in the performance of the services contracted hereunder.

8. Police Policies. All police policies of Indian Lake shall be policies of Shanksville and all officers, while providing police protection to Shanksville, shall abide by those policies. Any information or material specifically about the Indian Lake Police Department or organization or any officers of that department or organization shall not be provided to the news media or any other inquiring organization or entity without the prior written consent of the Mayor or Borough Council President of Indian Lake. It is intended and preferred that joint press releases be issued if disclosure of information or materials is warranted.

9. Fine Monies. Shanksville shall receive all fine monies from citations written in Shanksville in accordance with the ordinances of Shanksville.

10. Term. This Agreement shall be effective from November 1, 1991, through December 31, 1992, 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 and/or both parties shall have sufficient time to review and examine the proposed modification prior to forming and subsequently approving the respective budgets of the parties.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year first above written.

ATTEST:

BOROUGH OF INDIAN LAKE

Melba D. Campbell
Secretary

By Robert B. Langley
President of Council

ATTEST:

BOROUGH OF SHANKSVILLE

Kimberly Belstady
Secretary

By Jani Musser
President of Council

APPROVED this 9th day of October, 1991, after review.

James McQuinn
Indian Lake Borough Mayor

APPROVED this 12 day of October, 1991, after review.

Ed R. Stull
Shanksville Borough Mayor