

TOWNSHIP OF GREAT BEND

SUSQUEHANNA COUNTY, PENNSYLVANIA

ORDINANCE # 29

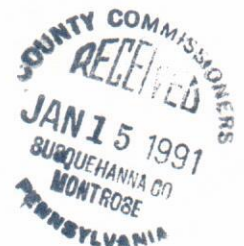
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF GREAT BEND, SUSQUEHANNA COUNTY, PENNSYLVANIA, APPROVING AND AUTHORIZING THIS TOWNSHIP TO ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF OAKLAND, SUSQUEHANNA COUNTY, PENNSYLVANIA; WHICH PROVIDES FOR A JOINT MUNICIPAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN GREAT BEND TOWNSHIP AND OAKLAND TOWNSHIP; AND AUTHORIZING AND DIRECTING THE PROPER OFFICER OF THE TOWNSHIP TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF GREAT BEND TOWNSHIP.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, BY THE BOARD OF SUPERVISORS THAT THE FOLLOWING AGREEMENT BE MADE AN ORDINANCE OF THIS TOWNSHIP.

THE BACKGROUND OF THIS AGREEMENT IS AS FOLLOWS;

Great Bend Township and Oakland Township desires to have a Joint Municipal Police Department perform law enforcement functions within said Townships is willing to render such services on the terms and conditions herinafter set forth. This Agreement is entered into under the authority of the intergovernmental cooperation Act of July 12, 1972, No. 180 (53 P. S. 481-490 et seq.). This Agreement shall become binding and in force as to the two municipalities when signed by the Chairman of the Board of Supervisors of the Township of Great Bend and Chairman of the Board of Supervisors of the Township of Oakland.

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



WITNESSETH:

WHEREAS, the municipalities desire collectively to associate themselves together in and by virtue of this agreement to create the N.E. Susquehanna Co. Regional Police Department; 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, each of the municipalities because of increasing population and concomitant increase in public safety problems tending to obliterate historical municipal boundaries in the enforcement of laws of the Commonwealth of Pennsylvania and the ordinance of the several municipalities; and

WHEREAS, there is an urgent need for uniformity and continuity in the enforcement of the laws of the Commonwealth of Pennsylvania and the ordinances of the several municipalities, and

WHEREAS, the area of the municipalities, party to this Agreement, is an area of small or non-existent police departments operating independently of each other; and

WHEREAS, coordination and integration of the exercise and discharge of the police powers in the municipalities has tended to be less than desirable and as required; and

WHEREAS, the governing bodies of Great Bend Township and Oakland Township have, by appropriate resolutions, manifested a genuine interest in safer communities through improved police service; and

WHEREAS, the participating 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 all the residents of the entire area; and

WHEREAS, the duly elected public officials of the participating

municipalities desire a full and complete police program that contains the components of adequate police service; and

WHEREAS, it is the desire of the aforesaid municipalities to enter into this Agreement for the purpose of having available for use throughout the territorial limits of all participating municipalities the service of police conditions hereinafter set forth; and

WHEREAS, cooperation among the adjoining and adjacent municipalities in the proper exercise and discharge of their governmental powers, duties, and functions, 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, P. L. 180, as amended, (53 P.S. 471 et seq.).

WHEREAS, the Township of Great Bend with a Preliminary 1990 Census of 1802 and the Township of Oakland with a Preliminary 1990 Census of 454 cannot maintain separate police departments; and

WHEREAS, the Pennsylvania Department of Community Affairs offers funding grants in the amount of 75% for the first year, 50% for the second year and 25% for the third year to qualifying municipalities entering into a Joint Municipal Agreement for Police Services, for the position of Police Chief;

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:

The term of this Agreement shall be for a period commencing with the date of execution hereof, through December 31, 1991, and no party hereunto can terminate its rights, duties, obligations and requirements imposed hereby without the unanimous consent of all other parties hereunto. On and after December 31, 1991, any party hereunto can, upon a year's written notice served by certified mail upon all other parties hereunto, withdraw from this Agreement, provided however, nevertheless that such withdrawing party shall be required and responsible for all costs, obligations and liabilities caused by its withdrawal and imposed upon the remaining members for a period of one year next following its notice of withdrawal.

ARTICLE (1.0) POLICE DISTRICT BOUNDARIES

SECTION (1.1) That all mutual municipal boundaries of the participating political subdivisions shall be obliterated for the purposes of police service, so that a single police district

comprising the total geographic area of Great Bend Township and Oakland Township is established, hereinafter known as the North East Susquehanna County Regional Police Department.

ARTICLE (2.0) JOINT POLICE ADVISORY BOARD

SECTION (2.1) That the N. E. Susquehanna Co. Regional Police Department shall be under the general supervision of a Joint Board to be known as the N. E. Susquehanna Co. Regional Police Advisory Board consisting of (2) two voting members from the Township of Great Bend and (1) one voting member from the Township of Oakland, parties to this Agreement; provided that when additional municipalities become part of the N. E. Susquehanna Co. Regional Police Department, the joining municipalities may determine the appointees by resolution, and so notify the N. E. Susquehanna Co. Regional Police Advisory Board at its organization meeting.

SECTION (2.2) That the representative from the Borough(s) shall be the Mayor of the Borough or the member of Borough Council and the representatives from the Township(s) shall be a Township Supervisor.

SECTION (2.3) That the governing body of the joining municipality shall appoint the member of the N. E. Susquehanna Co. Regional Police Advisory Board for a term of one year, renewable annually. The term of office shall commence on the date of appointment, which shall be made at the reorganization meeting of the governing body of the municipality.

SECTION (2.4) That if a member of the N. E. Susquehanna Co. Regional Police Advisory Board is separated from the Board of Supervisors or the Mayoralty Office or Borough Council, for any reason, or is absent or incapacitated, his office on the N. E. Susquehanna Co. Regional Police Advisory Board will automatically become vacant and the governing body of the municipality shall make an appointment to the unexpired term or interim term.

SECTION (2.5) That the officers of the N. E. Susquehanna Co. Regional Police Advisory Board shall be Chairman, Vice-Chairman, Secretary and Treasurer, their duties as prescribed by "Roberts Rules of Order, Revised". The office of Secretary and Treasurer can be one individual and is appointed by the Advisory Board.

SECTION (2.6) The Police Chief shall be a member of the Board as a Technical Advisor, with a non-voting status.

ARTICLE (3.0) MEETINGS

SECTION (3.1) The N. E. Susquehanna Co. Regional Police Advisory Board shall meet at 8:00 p.m. on the first day following the

reorganization meeting of the municipality's governing bodies party to this Agreement for the purpose of electing officers for a one-year term and in the event that such day is a legal holiday under the laws of the Commonwealth, then the annual organization meeting of the N. E. Susquehanna Co. Regional Police Advisory Board shall be held the next succeeding secular day not a legal holiday under the Laws of the Commonwealth, or at such other time as may be determined by the N. E. Susquehanna Co. Regional Police Advisory Board.

SECTION (3.2) During the meeting specified in SECTION (3.1) the members of the N. E. Regional Police Advisory Board shall establish a time and meeting day of each month for the purpose of conducting the business of the Board, and in the event that such day is a legal holiday under the Laws of the Commonwealth, on the next succeeding secular day not a legal holiday under the Laws of the Commonwealth, or at such other time as may be determined by resolution of the N. E. Susquehanna Co. Regional Police Advisory Board.

SECTION (3.3) That special or rescheduled regular meetings of the N. E. Susquehanna Co. Regional Police Advisory Board may be scheduled by appropriate resolution of the Board fixing the date, time, and place of such meeting. Special or rescheduled regular meetings may be called by the Chairman and shall be called at the written request of any one (1) or more members of the N. E. Susquehanna Co. Regional Police Advisory Board. The call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such date, time and place as shall be designated in the call of the meeting. Written notice of each such special or rescheduled meeting shall be given, at least one day prior to the day named for the meeting, to each member of the N. E. Susquehanna Co. Regional Police Advisory Board who does not waive such motive in writing.

SECTION (3.4) That a majority of the members of the N.E. Susquehanna Co. Regional Police Advisory Board 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 Board. Voting on all questions shall be taken by a show of hands or voice vote, provided, however, that the Chairman may on his own motion or shall, at the request of any member, cause a vote to be taken by roll call. The parliamentary procedure of the N. E. Susquehanna Co. Regional Police Advisory Board shall be governed by "Roberts Rules of Order, Revised".

SECTION (3.5) That the Secretary of the N. E. Susquehanna Co. Regional Police Advisory Board shall maintain an accurate record of the minutes of meetings, regular or special, and other records; and further, that such minutes and records shall, at reasonable

times be open for inspection by any citizen of the participating municipalities.

ARTICLES (4.0) APPORTIONMENT FORMULA

That all costs for area-wide police service shall be apportioned on an equitable basis in accordance with determinations arrived at by the N. E. Susquehanna Co. Regional Police Advisory Board. Apportionment formulas shall be reviewed annually by the N. E. Susquehanna Co. Regional Police Advisory Board.

ARTICLE (5.0) FINANCE

SECTION 5.1) That the N. E. Susquehanna Co. Regional Police Advisory Board shall prepare an annual budget which shall be submitted for consideration and approval to each of the participating governing bodies not later than October 1; and, that if such approvals have not been consummated, the prior year's budget shall be operative until such approvals are given to the N. E. Susquehanna Co. Regional Police Advisory Board. Each municipality party to this Agreement shall release to the Treasurer proportionate shares of the annual budget appropriations on the first day of each quarter of the year.

SECTION (5.2) That all monies of the N. E. Susquehanna Co. Regional Police Department from whatever source derived, shall be paid to the Treasurer of the N. E. Susquehanna Co. Regional Police Advisory Board. Said monies shall be deposited by the Treasurer in a special account in a bank located in the participating municipalities. The account, to the extent the same is not insured, shall be continuously secured by a pledge of direct obligation of the USA or of the municipalities creating the N. E. Susquehanna Co. Regional Police Department, having an aggregate market value at all times at least equal to the balance on deposit on such an account. The monies in said account shall be paid out on the warrant or other order of the Treasurer of the N. E. Susquehanna Co. Regional Police Advisory Board, or of such other person as the Board may authorize to execute such warrants or orders. The Treasurer of the N. E. Susquehanna Co. Regional Police Advisory Board shall give bond in such sum as approved by the N. E. Susquehanna Co. Regional Police Advisory Board, and the premiums shall be paid by the N. E. Susquehanna Co. Regional Police Advisory Board.

SECTION (5.3) That the N. E. Susquehanna Co. Regional Police Advisory Board shall file an annual written report covering its police work with the Department of Community Affairs of the Commonwealth of Pennsylvania, and with the municipalities creating the Board by February fifteenth of each year. The N. E. Susquehanna Co. Regional Police Advisory Board shall have

its books, accounts, and records audited annually by a Certified Public Accountant and a copy of this audit report shall be attached to, and be made a part of the aforesaid annual report. A concise financial statement shall be publicized annually, at least once, in a newspaper of general circulation in the participating municipalities. If the N. E. Susquehanna Co. Regional Police Advisory Board fails to make such an audit, then the comptroller, auditors, or accountants designated by any one or all of the participating municipalities shall be authorized from time to time to examine the books of the N. E. Susquehanna Co. Regional Police Advisory Board including its receipts, disbursements, sinking funds, investments, and any other matters relating to its financing and affairs. The Attorney General of the Commonwealth of Pennsylvania shall have the right to examine the books, accounts, and records of the N. E. Susquehanna Co. Regional Police Advisory Board.

ARTICLE (6.0) JURISDICTION AND POWER

SECTION (6.1) That the N. E. Susquehanna Co. Regional Police Advisory Board shall provide technical supervision and direction to all of the police activities of the district, 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 municipal police agency.

SECTION (6.2) That the N. E. Susquehanna Co. Regional Police Department police officers and civilian personnel shall be under the direct supervision of a Regional Police Chief who will report to the N. E. Susquehanna Co. Regional Police Advisory Board.

SECTION (6.3) That Great Bend Township, a municipality of the N. E. Susquehanna Co. Regional Police Department, shall be selected for the financial and legal administration of the police force. This municipality will be responsible for administering payroll, fringe benefits such as insurance, retirement, pension, and all other personnel administrative matters in accordance with the policies established and direction provided by the N. E. Susquehanna Co. Regional Police Advisory Board.

SECTION (6.4) That all appointments, removals, promotions, and suspensions shall be made by the N. E. Susquehanna Co. Regional Police Advisory Board pursuant to the pertinent Borough and Township codes.

SECTION (6.5) That the N. E. Susquehanna Co. Regional Police Advisory Board 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 (6.6) That the N. E. Susquehanna Co. Regional Police Advisory Board shall adopt a written police personnel policy covering all the sections of this Article and make same available for distribution to the parties of this Agreement.

SECTION (6.7) That the funds from the Foreign Casualty and Insurance Company (Act of May 12, 1943 P. L. 259 as amended or any other act subsequently enacted), distributed to the participating municipalities by the Commonwealth of Pennsylvania shall be forwarded by the joining parties to this Agreement, for the purposes authorized under such act governing the cooperation of police pension funds, the amount credited against proportionate share of total cost to be paid by the parties to the Agreement.

ARTICLE (7.0) POLICE CHIEF

SECTION (7.1) The N. E. Susquehanna Co. Regional Police Advisory Board shall have the following responsibilities for the position of Police Chief and the Department of Community Affairs Circuit Rider Program for a Police Chief.

(7.1.1) To advertise, interview and select a candidate for the position of Police Chief.

(7.1.2) To monitor and evaluate the performance of the Police Chief and conduct at least two (2) performance reviews during the first year of employment. One of those performance reviews will be conducted at the end of the first quarter of employment.

(7.1.3) To coordinate and ensure joint compliance with DCA's Circuit Rider grant contract requirements and other grant requirements as established by the participating municipalities.

(7.1.4) To provide policy guidance and direction to the Police Chief with respect to the administration of the program and to act as the agency of decision for the resolution of problems, complaints, personal conflicts and to interface with participating municipalities regarding the Program.

(7.1.5) To communicate with other local governments and the Department of Community Affairs regarding experiences in the Circuit Rider Program.

(7.1.6) To develop a job description for the position of Police Chief that will outline the professional standards and specific responsibilities of the Police Chief.

(7.1.7) To formulate a written agreement which delineates the Police Chief's shared work schedule, work hours, holidays, vacation, sick and compensatory time provisions, conditions of work related travel and attendance at professional functions.

SECTION (7.2) The Township of Great Bend and the Township of Oakland through the N. E. Susquehanna Co. Regional Police Advisory Board agree to the following conditions with respect to the Circuit Rider Program:

(7.2.1) To abide by the selection made by the N. E. Susquehanna Co. Regional Police Advisory Board and individually appoint said individual to the position of Police Chief.

(7.2.2) To adopt the job description, as prepared by the N. E. Susquehanna Co. Regional Police Advisory Board.

(7.2.3) Execute a written employment agreement with the Police Chief, as outlined in SECTION (7.1.7)

SECTION (7.3) The objective of this agreement will be to improve the efficiency and cost effectiveness of the participating municipalities through the use of a full-time Police Chief.

SECTION (7.4) The Police Chief will be shared between participating municipalities subject to the Apportionment Formula in Article (4.0).

SECTION (7.5) Expenses for the hiring, such as the advertising shall be subject to the Apportionment Formula in Article (4.0)

SECTION (7.6) Salary and Benefits for said Police Chief shall be:

	Year One	Year Two	Year Three
Total Project Cost	\$26000.00	\$27500.00	\$28600.00
D. C. A. of Pa. Share	19500.00	13750.00	7150.00
Total Local Cost	6500.00	13750.00	21450.00
Great Bend Twp. Cost	5800.00	12375.00	19305.00
Oakland Twp. Cost	650.00	1375.00	2145.00

SECTION (7.7) Any questions or problems arising out of this program concerning participating municipalities shall first be discussed by the N. E. Susquehanna Co. Regional Police Advisory Board members who will then report to their respective governing boards or councils and act upon the advice of their boards or councils.

SECTION (7.8) In the event there is an impasse regarding the Circuit Rider Program the regional DCA office shall be requested to assist in solving the problem.

SECTION (7.9) All participating municipalities shall be parties of the first part in the employment contract with the Police Chief.

ARTICLE (8.0) PROPERTY

SECTION (8.1) That all existing police equipment, materials, and supplies of the parties to this Agreement which are useful to the joint operation shall be purchased by the municipality financially administering the joint police agency at the fair market value of said equipment, materials and supplies. The fair market value shall be determined by appraisers appointed by the participating municipalities and shall be based primarily upon current prices in this region for like equipment, materials and supplies in the used equipment, materials, and supply market.

SECTION (8.2) That in the event of termination of this Agreement, all common equipment, materials, and supplies retained by the N. E. Susquehanna Co. Regional Police Department shall be appraised by appraisers appointed by the parties to the Agreement for purposes of determining the value of the equipment, materials and supplies. The equipment, materials and supplies shall then be distributed in the same proportion as the actual expenses of the participating municipalities for the area-wide protection during said parties participation, or the past 120 month period. 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.

ARTICLE (9.0) POLICE HEADQUARTERS

SECTION (9.1) That the Central Police Headquarters for the N. E. Susquehanna Co. Regional Police Force shall be located initially in the Great Bend Township Building. The rental costs will be agreed to between the Township of Geat Bend and the Township of Oakland of the N. E. Susquehanna Co. Regional Police Advisory Board. The final location of the Central Police Headquarters shall be determined by the N. E. Susquehanna Co. Regional Police Advisory Board.

ARTICLE (10.0) POLICE RECORD SYSTEM

SECTION (10.1) That the N. E. Susquehanna Co. Regional Police Department shall establish and control a complete and up-to-date uniform police record system after first assembling all existing police records of the police departments of the municipalities party to this agreement.

ARTICLE (11.0) DEPUTIZATION, IMMUNITY AND CLAIMS

SECTION (11.1) That the N. E. Susquehanna Co. Regional Police Advisory Board shall furnish to each of the municipalities party to the Agreement, the names of all police officers of the N. E. Susquehanna Co. Regional Police Department for the purpose of deputization of such officers as police officers of all the municipalities in order to perform police duties outside the boundaries of the municipality appointing such police officers.

SECTION (11.2) That 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 (11.3) The N. E. Susquehanna Co. Regional Police Advisory Board shall maintain adequate liability insurance coverage 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. Each participating municipality hereby waives any and all causes of action or claims against all other participating municipalities hereto and against N. E. Susquehanna Co. Regional Advisory Police 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 N. E. Susquehanna Co. Regional Police Department 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 of 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 (11.4) That for purposes of liability in actions arising out of regional police services, all participating 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 participating municipalities for the area-wide protection during the period of police services in question.

ARTICLE (12.0) JOINDER OF ADDITIONAL MUNICIPALITIES

SECTION (12.1) That additional municipalities may become party to this Agreement upon application to the N. E. Susquehanna Co. Regional Police Advisory Board, approval of all the then participating municipalities, and upon proper acceptance of the provisions of this Agreement by the applicant municipality.

SECTION (12.2) That the N. E. Susquehanna Co. Regional Police Advisory Board may permit the purchase of services by non-participating municipalities on terms mutually agreed upon by the participating municipalities.

ARTICLE (13.0) INTERPRETATION OF AGREEMENT

SECTION (13.1) That all differences arising out of interpretation of Agreement shall be resolved by the N. E. Susquehanna Co. Regional Police Advisory Board or if the dispute over interpretation is not resolved within (30) days, by a vote of the participating municipalities, each body casting one vote as determined by a majority in each governing body.

ARTICLE (14.0) TERMINATION

SECTION (14.1) That withdrawal from this Agreement by any single party to it shall not terminate the Agreement among the remaining parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, and in accordance with the proper action of each of the governing bodies of the respective municipalities: The parties hereto have caused this instrument to be executed by their proper officials the municipal seal affixed the day and year first above written.

DULY ENACTED AND ORDAINED, this 20th day of December, 1990, by the TOWNSHIP OF GREAT BEND, SUSQUEHANNA COUNTY, PENNSYLVANIA, in lawful session, duly assembled.

TOWNSHIP OF GREAT BEND
SUPERVISORS

Donald R. Colwell
Donald R. Colwell

Kenneth R. Post
Kenneth R. Post

William Llewellyn
William Llewellyn

ATTEST:

Edmund E. Jones
Edmund E. Jones, Secretary

(corporate seal)